

**JETSTAR MASTERCARD®
AND JETSTAR
PLATINUM MASTERCARD**
CONDITIONS OF USE



EFFECTIVE OCTOBER 2009

Important Note

This booklet does not contain all the pre-contractual information we are required by law to give you before the agreement is made. Further terms and information are in the Offer.

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IMPORTANT NOTE:

**THESE INSURANCE COVERS ARE APPLICABLE TO
JETSTAR PLATINUM MASTERCARD CARDHOLDERS ONLY**

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The provisions of the Code of Banking Practice 1993 also apply to this agreement, if you obtain credit under this agreement wholly and exclusively for your private or domestic use.

Emergency phone numbers are on the back cover.

The meaning of capitalised words (eg Credit Limit) and some other key words are explained in Part 1, Part B.

To activate your Card please call Card Services using the telephone number listed in the offer. If you do not agree with these conditions you should not activate or use your Card or allow an Additional Cardholder to activate their Card or authorise a Transaction on the Account.

Card Services is a division of Macquarie Bank Limited ABN 46 008 583 542 which provides and administers credit and is the issuer of the Jetstar MasterCard and Jetstar Platinum MasterCard.

MasterCard is a registered trademark of MasterCard International Incorporated. *PayPass™* and *Tap & Go™* are trademarks of MasterCard International Incorporated.

PART 1 – CONDITIONS OF USE

Part A – The Account

1 Agreeing to these conditions

The first time you activate a Card or authorise a Transaction on the Account, you will automatically be agreeing to these conditions. Your Card must be activated prior to any Additional Cardholders activating their Card. These conditions then apply to all Transactions on the Account.

If you do not agree with these conditions, do not carry out or permit an Additional Cardholder to carry out any Transaction – instead, destroy your PIN and return all Cards to us (cut in half for your protection) at the address listed on the Offer.

2 Authority

If there are Additional Cardholders, you agree that each person may use the Account and have access to Account information without your or any Additional Cardholder's consent.

3 Change of personal details

You must tell us if you change any of your contact details including your name, phone numbers, residential address, employment and email address. You can do this in writing, over the telephone if you enter your telephone personal identification number (TPIN) or via the internet by using your Access Code and Password.

You acknowledge that we rely on this information being kept up-to-date and complete.

4 Opening the Account

To open the Account you must:

- be 18 years old or over (unless we agree otherwise); and
- give us the identification and information we require.

5 Codes and passwords

When you open the Account, you will be sent an Access Code, Password, PIN and TPIN. You use this information when you operate the Account over the internet, via an ATM and when you make telephone enquiries. For security reasons we can refuse to allow you access to the Account if you cannot supply your Password, PIN or TPIN. You will need to change your Password the first time you use internet banking.

If the PIN, TPIN or Password becomes known to someone else, you must tell us immediately by calling us on any telephone number listed on the back of the Conditions of Use booklet.

6 Unauthorised use

You are not liable for any unauthorised use of your Card that occurs before you have received your Card and PIN. You are also not liable for any unauthorised use of an Additional Cardholder's Card that occurs before they have received their Card and PIN.

Part B – Meaning of key words

7 Key words:

Access Code means the code allocated to you to be used with your Password to access the internet.

Account means your card account shown in the Offer.

Additional Cardholder means any person to whom a Card has been issued at your request under condition 11.

Annual Percentage Rate means a per annum rate of interest.

ATM means an automatic teller machine owned by us or another financial institution.

Balance Owing On The Account means at any time, the difference between all amounts credited and all amounts debited to your Account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

BPAY® means the electronic payments scheme operated by BPAY Pty Ltd through which you can ask us to make payments on your behalf to billers who tell you that you can make payments to them through the BPAY scheme.

Card means any Card we issue to you or an Additional Cardholder for use on the Account.

Cardholder means a person in whose name a Card has been issued by us.

Card Services means a division of Macquarie Bank Limited 1 Shelley Street, Sydney, NSW 2000.

Cash Advance means a Transaction on your Account which involves you or an Additional Cardholder receiving cash using a Card including any amount debited to your Account as a result of a transfer to or from another Account you have with us or another financial institution. This includes a Transaction against credit balances in your Account.

Chip means the electronic microchip embedded in a Card used as an additional security and information storing device.

Closing Balance means the amount shown on a statement of account as the Closing Balance for that statement of account, and is the amount you owe us under this agreement on the closing date for the Statement Period.

Credit Limit means your Credit Limit shown in the Offer, as we may agree to vary it from time to time.

Daily Percentage Rate means the applicable Annual Percentage Rate divided by 365.

EFT Transaction means a Transaction conducted by electronic means including over the telephone or via the internet.

MasterCard® PayPass™ is a contactless method of authorising Purchases by tapping your Card in front of a secure MasterCard PayPass™ reader at a merchant.

Minimum Payment Due means the amount as described in the Offer.

Offer means the Offer document which is part of this agreement.

Password means the password we issue to a Cardholder used for internet banking.

Payment Due Date means the date stated on your statement of account by which the Minimum Payment Due must be paid.

PIN means the personal identification number for use with a Card.

Promotional Rate means the Annual Percentage Rate as stated in the Offer that applies to Special Promotions.

Purchase means each amount:

- (a) charged by the supplier for the supply of any goods or services purchased by the use of a Card (including a BPAY Transaction), except for amounts which are Cash Advances and Special Promotions; or
- (b) treated by us as a Purchase under condition 12.

Special Promotion means, during any specified term or period, any Transaction or promotional offer we identify as a special promotion (including, but not limited to, balance transfers).

Statement Period means the period specified on a statement of account as the statement period, and is the period to which the statement of account relates.

Terminal means any electronic device facilitating Transactions on the Account through the combined use of a Card and a PIN or Cardholder signature or, where the Transaction is at a MasterCard® *PayPass*™ secure reader, through the use of a Card. Terminal includes ATMs, EFTPOS outlets and MasterCard *PayPass* secure readers.

TPIN means the personal identification number we issue to Cardholders used for telephone banking.

Transaction means any transaction authorised by the use of a Card or any other means we authorise from time to time. A Transaction includes but is not limited to a Purchase, Cash Advance or Special Promotion.

we, us or Macquarie means Macquarie Bank Limited ABN 46 008 583 542 and its successors and assigns.

you means the person or persons named in the Offer as the customer. You does not include an Additional Cardholder. If there are two of you, you means each of them separately and both of them jointly.

You includes your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- any thing includes the whole and each part of it;
- a document includes any variation or replacement of it.

Part C – Credit Limit

8 Your Credit Limit

Your Credit Limit is shown in the Offer. This is the maximum amount of credit for which you have been approved on the Account, including any accrued interest charges and fees. If you exceed your Credit Limit you must immediately pay the overlimit amounts and you may be charged an Overlimit Fee.

You should tell an Additional Cardholder about your Credit Limit. You are responsible if the Credit Limit is exceeded.

If the Balance Owing On The Account is more than the Credit Limit, you must immediately repay us the excess amount. If there is an overdue amount shown on a statement, you must also immediately pay us that amount. We need not ask you for those amounts first. The payments are in addition to your normal repayment obligation (see condition 15).

9 Changing your Credit Limit

You may apply to us to increase your Credit Limit and, if we decide to do so, we must tell you the new Credit Limit in writing, which may be on your statement.

We may reduce the Credit Limit or stop providing further credit at our discretion. In exercising our discretion we will act reasonably. If we suspect that there has been fraud committed in relation to the Account we may suspend the provision of credit until the fraud has been investigated. We may cancel the Account after an investigation into fraud if we believe such action is reasonably necessary.

If we do so, we will tell you in writing.

Part D – Cards and Additional Cardholders

10 Cards

10.1 You must sign your Card as soon as you receive it. You must ensure that any Additional Cardholder does likewise. A Card is not valid unless it contains a Cardholder's signature.

Each Card is for the sole use of the person named on it.

10.2 There is an expiry date on Cards. The relevant Cardholder must not use a Card after that date. We may issue each Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.

10.3 Each Card remains our property. We may issue replacement Cards to you and any Additional Cardholder at any time. All Cards are subject to these conditions and any subsequent terms and conditions that may be issued in respect of the Account.

10.4 Cardholders must keep their Card in a safe place at all times. It is best to carry it with you. Do not leave it where anyone can see it or take it. Do not leave it in a car, at home or at work. If a Cardholder does not use their Card regularly, the Cardholder must still check that the Card is secure.

10.5 Transactions made with the Card by electronic equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. These limits may vary between different types of equipment. MasterCard® *PayPass*™ Transaction limits may apply independently to limits on your Card and each Card held by any Additional Cardholders. These limits vary depending on the country the merchant is located in, and what types of goods and services the merchant sells. To find out the current Transaction Limits (including MasterCard *PayPass* transaction limits), please contact us. For information about MasterCard *PayPass* acceptance locations please go to www.mastercard.com/paypass.

10.6 A Card must not be used:

- by any person other than the Cardholder whose name and signature appears on the Card;
- after the expiry date on the Card;
- when the Card is suspended or cancelled; or
- for the purpose of conducting business Transactions or unlawful activities, determined at our discretion.

See conditions 27–28 for more information about looking after Cards and PINs, and for when you will be liable for their misuse.

11 Additional Cards

11.1 You may nominate up to four people who are 16 years or older (unless we agree otherwise) to be your agent to operate on the Account. If approved, we will issue that person with a Card linked to the Account and a PIN.

You should ensure that any Additional Cardholder has read, understood and complies with these conditions of use. If your Additional Cardholder does not comply with them, you will be in default.

11.2 We will not issue more than four additional Cards on an Account.

11.3 You consent to us giving an Additional Cardholder information about the Account. We may at our discretion seek your confirmation before processing certain Additional Cardholder requests.

11.4 All Transactions made using an Additional Card are charged to the Account. You are liable to pay for (or to repay) any credit provided (or losses incurred) to any Additional Cardholder. Accordingly, you are responsible for paying for all these Transactions as if you had used the Card yourself.

11.5 You must notify us if you want to cancel an Additional Card or stop an Additional Card from being used. In certain circumstances due to technological restraints (for example, where transactions are conducted manually and authorisation is not checked, or where the transaction amount is below a certain amount) we will not be able to cancel the Additional Card or stop Transactions occurring. In these circumstances you remain responsible for all Transactions made with an Additional Card prior to its return to us. You must ensure that the Additional Cardholder cancels all recurring direct entry debit authorities relating to the Additional Card.

12 Using the Card

12.1 Using the Card to obtain goods and services

At a merchant

Cardholders can use the Card to obtain goods and services at participating merchants (such as shops, restaurants and theatres).

We are not responsible if a merchant refuses to accept the Card, or places other limitations on using the Card.

We have no control over the hours a merchant may be open for business. The hours during which a Terminal will be available may therefore vary in accordance with the merchant's opening hours. Cardholders must check that the correct amount is entered in a Terminal or written in the "total" box on a voucher before they authorise the Transaction or sign the voucher.

Through mail order, the internet and telephone

Cardholders can use the Card to obtain goods and services by mail order, over the internet and by telephone where the merchant accepts that form of payment.

Some Transactions need authorisation from us. Acting reasonably we may choose not to authorise a proposed Transaction, to the extent permitted by law.

Using MasterCard® PayPass™

You can use MasterCard *PayPass* to authorise Purchases within the MasterCard *PayPass* Transaction limits, at participating merchants which have a MasterCard *PayPass* secure reader and display the MasterCard *PayPass* logo. You can also use your MasterCard *PayPass* Card as a Chip or magnetic stripe Card. Before authorising payment for MasterCard *PayPass* Transactions, you must check that the correct amount of your Purchase is displayed on the MasterCard *PayPass* reader or shop register. For some Transactions using MasterCard *PayPass* you will not be required to enter a PIN, TPIN or Password. Even if no PIN, TPIN or Password is required for a MasterCard *PayPass* Transaction, a MasterCard *PayPass* secure reader will be treated as a Terminal and you have the benefit of condition 28 (unauthorised use) in respect of MasterCard *PayPass* Transactions. Subject to condition 28, Transactions authorised by MasterCard *PayPass* are treated as authorised and debited to your Account.

Goods and services

We are not responsible for the provision or quality of goods or services purchased using a Card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant or ask us about your chargeback rights.

12.2 Using the Card to obtain Cash Advances

Subject to our discretion and the remainder of this condition 12.2, Cardholders may use their Cards to obtain Cash Advances. If we disable a Cardholder's ability to obtain Cash Advances, we will notify you as soon as practicable. We will act reasonably in relation to any decision to disable a Cardholder's ability to obtain Cash Advances.

ATMs

Cardholders can use the Card in combination with their PIN to obtain cash up to the daily cash limit (shown in the Offer) subject to the available Credit Limit from any ATMs of our associated financial institutions. Providers of ATMs may charge you a fee at the ATM for using this service. At ATMs in Australia, the amount of the fee will be disclosed to you at the time of the transaction. We do not warrant that ATMs will always have money available. There are limits on the amount of cash you can obtain from an ATM in Australia on any one day. The current daily cash limits are shown in the Offer. Some ATMs have a lower transaction limit. This means that you may have to make two or more withdrawals to reach your daily limit. The limits for any Cash Advance by using your Card in an ATM overseas on any one day may vary from place to place.

Using MasterCard PayPass

You cannot use MasterCard *PayPass* to authorise Cash Advances.

Other financial institutions

You may also be able to obtain a Cash Advance on the Account by presenting your Card at a branch counter of other financial institutions that accept your Card. Some other financial institutions may charge you a fee for doing so.

The minimum and maximum amount of Cash Advance from any other financial institution or from an institution outside Australia is determined by them and may vary from one to another. Other financial institutions may require other identification which identifies the holder of the Card (such as a photographic driver's licence or a passport) as well as your Card before giving you a Cash Advance.

The types of transactions available at ATMs provided by other institutions depend on those institutions.

12.3 Recurring direct entry debits

Any credit obtained by a direct entry debit is treated as a Purchase.

You may at any time authorise a merchant or other third party to transact on your Account. If you wish to cancel or make alternate payment arrangements for a recurring direct entry debit authority, you should contact the merchant or third party directly. You should be aware that providing authorisation to a merchant to transact on your Account for an unspecified amount can result in your Account being charged non-standard, unexpected and possibly large amounts by that merchant. You should therefore exercise caution when providing Account authorisation to any merchant.

If a Card is cancelled, access to your Account is cancelled or your Account number changes (for instance, if your Account is closed or a Card is lost, stolen or used without a Cardholder's authority), you must cancel any recurring direct entry debit authorities authorised to be made to your Account by direction to the merchant or notify the merchant of the details of any new Card number. If you fail to provide alternative payment details to the merchant, we may, after giving notice to the merchant, stop processing the Transactions, which may cause the merchant to stop providing the goods or services.

12.4 EFTPOS transactions

EFTPOS transactions are treated as Purchases for interest calculation purposes if you select the "credit" button when making the transaction.

12.5 Special Promotions

We may provide a Special Promotion on your Account from time to time on such terms and conditions as we determine, including the Transactions eligible for the Special Promotion, the Annual Percentage Rate and any applicable fees or charges.

Each Special Promotion will be subject to those terms and conditions as well as your Credit Card – Conditions of Use.

12.6 Using the Card – Additional Cardholders

Each Additional Cardholder may use their Card on the same terms as those which apply to you under this condition 12 (see condition 11 which explains your liability for those Transactions).

13 Using a Terminal

When a Cardholder uses a Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal.

A Card may be retained in a Terminal if a Cardholder incorrectly enters their PIN three consecutive times.

Money is at your risk from when it is available to a Cardholder at an ATM.

Part E – Statements, charges and payments

14 Statements

We send you a monthly statement for the Account. However, we need not send you a statement if:

- (a) no amounts have been debited or credited to the Account during the Statement Period (other than debits for government charges, or duties, on receipts or withdrawals) and the amount outstanding is below \$10 or your Account is in credit for less than \$10; or
- (b) we wrote off your debt during the Statement Period and no amounts have been debited or credited to the Account during the Statement Period.

All amounts requiring payment are shown on the statement in Australian dollars.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us as soon as you become aware of it.

15 Monthly payments

You are responsible for paying the closing Balance Owing On The Account shown on the statement but you need not pay the entire Closing Balance each month. However, you must pay the Minimum Payment Due for each statement by the Payment Due Date shown on the statement. Any overdue or overlimit amounts are payable immediately. You may pay more or all of the Closing Balance outstanding if you wish.

If you do not make a Minimum Payment Due by the Payment Due Date or pay any overdue or overlimit amounts, we may transfer money from your other accounts, even if any of your other accounts are held by you jointly with other persons. We do not have to do this and your obligation to pay that amount will not change if we do not transfer money from your other accounts.

16 Transactions

We may assign any date we consider appropriate to a debit or credit to the Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant Transaction occurs). However, we credit payments to the Account as soon as practicable after we receive them. This is not necessarily the same day that you pay. Payments received after 3.00 pm Monday to Friday or on weekends or public holidays may be deemed to be received on the next business day.

We may subsequently adjust debits and credits to the Account and the Balance Owing On The Account so as to accurately reflect the legal obligations of you and us (for example, because of an error, because a cheque is dishonoured or because a deposit specified at an ATM is not verified by us). If we do this, we may make consequential changes (including to the interest charges).

17 How we exchange Transactions if a Card is used outside Australia

Transactions are converted from the currency of the Transaction to the Australian dollar equivalent as at the date they are processed at rates determined by the MasterCard® International card scheme. Part of the MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate, as selected by MasterCard. The government-mandated exchange rate or a wholesale exchange rate used by MasterCard for a particular Transaction is the rate MasterCard selects for the applicable currency on the day the Transaction is processed (which may differ from the government-mandated exchange rate or a wholesale exchange rate applicable to the date the Transaction occurred or was posted to your Account).

All Transactions are listed on your statement in the currency of the Transaction and then converted to an Australian dollar equivalent. You are also charged a Currency Conversion Fee for MasterCard Transactions the details of which is outlined in your Offer.

18 What you must pay

You must pay us for all amounts debited to the Account. These include:

- (a) amounts shown on payment vouchers for goods and services obtained from a merchant either directly, by mail, telephone order, email or otherwise;
- (b) the amounts of all Cash Advances;
- (c) the amounts of all other Transactions using a Terminal or made at any branch of any financial institution;
- (d) interest charges; and
- (e) any of our other fees and charges as shown in the Offer or in condition 21. Any fee you pay is non-refundable.

You are also liable for unauthorised use of your Card as set out in condition 28. If you exceed your Credit Limit, you are immediately liable to repay the overlimit amount and you may incur an Overlimit Fee.

19 Annual Percentage Rate

The Annual Percentage Rate which applies to your Account is shown in the Offer or as advised from time to time. A different rate may apply to different types of Transactions, for example a higher Annual Percentage Rate may apply to Cash Advances.

We may change any Annual Percentage Rate at any time (except in relation to a Promotional Rate that is fixed for a specified period). We will act reasonably in changing any Annual Percentage Rate. The new Annual Percentage Rate applies from the date we specify in the notice or statement we provide under condition 26.

For details of current interest rates refer to your statement or contact Card Services.

20 Interest charges

20.1 Subject to 20.2, an interest charge is payable by you on each amount of credit provided under your Account. The interest charge will be debited to your Account at the end of each Statement Period and is the sum of the

monthly interest charges for each different balance type. The monthly interest charge for a balance type is the sum of the daily unpaid balances on your Account for that balance type multiplied by the applicable Daily Percentage Rate, for each day in the Statement Period. The daily unpaid balance for a balance type is the sum of the unpaid Transactions for that balance type (from and including the dates assigned to the Transactions) plus applicable fees and charges and interest.

Interest charges become part of the relevant daily unpaid balance for a balance type on the day they are debited to your Account, but after interest charges are calculated for that day.

The interest charges will be calculated up to and including the day on which they are debited.

20.2 Interest-free period

No interest charges will be charged on a Purchase if the Closing Balance for:

- the statement of account on which the Purchase was itemised; and
- the previous statement of account,

are paid in full by the Payment Due Date shown on the respective statements.

If the Closing Balance on the last statement before the statement on which a Purchase was itemised was not paid in full by its Payment Due Date, interest charges on the Purchase will first be debited to your Account on the closing date of the Statement Period in which the Purchase was debited. Otherwise, interest charges on a Purchase will first be debited to your Account on the last day of the Statement Period after the Statement Period in which the Purchase was debited. There is no interest-free period with respect to Cash Advances.

20.3 Credit balances

We do not pay interest on any credit balance in the Account.

21 Fees and other charges

21.1 We may charge the fees and charges shown in the Offer and any changed or new fees or charges notified to you. We will act reasonably in introducing new fees or charges.

21.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals under this agreement or duties charged relating to the use of a Card or to Transactions on your Account or both, in each case calculated in accordance with the relevant legislation. These are payable when they are debited to your Account. You are liable to pay these amounts whether or not you are primarily liable for such charges and duties.

21.3 Details of our current fees and charges are available by contacting Card Services.

22 Refunds

We will only credit a refund to the Account if we receive information acceptable to us, acting reasonably. A refund will not be treated as a payment to the Account.

23 How to pay

You can make payments:

- (a) by direct debit from other banks;
- (b) by posting a cheque together with the payment slip to the address set out on your statement; or
- (c) by other methods we make available as set out on your statement and our website.

You must pay in Australian dollars in Australia. It is not possible to make repayments in foreign currency or in person overseas. However, if you are overseas when a payment is due, you must still ensure that any minimum payment is made by other means. If you are late making a payment you may incur a Late Payment Fee.

24 What happens to payments we receive?

Despite the remainder of this condition, we use your payments towards meeting amounts debited to the Account in any order we deem appropriate acting reasonably. Where possible, payments are applied to amounts shown on your statements of account in the following order: interest, Special Promotions, fees, insurance premiums, Purchases and Cash Advances. Where a payment exceeds those amounts, it is generally applied to amounts since your last statement in the following order: interest, Special Promotions, fees, insurance premiums, Purchases and Cash Advances. Within each of these balance types, payments are applied to amounts owing in order: starting with the amounts to which the lowest Annual Percentage Rate applies. Where a payment has been credited and is subsequently reversed (for example, if a cheque payment is dishonoured), we will debit the payment to your Account. We may reverse the application of the original payment or treat any part of the payment reversal as a Cash Advance.

25 Set-off

You irrevocably agree that:

- (a) all moneys payable to us by you will be paid in full and, to the extent permitted by law, free of any right of set-off or counterclaim of any kind and free and clear of, and without, deduction or withholding of any kind; and
- (b) we may (in addition to any general or banker's lien, right of set-off, right to combine accounts or any other right to which we may be entitled), without notice to you or any other person, set-off and apply any money we owe you on any account against any money you owe us on any account.

Part F – Changes to these conditions

26 Changes

Subject to the matters set out in the Offer, acting reasonably we may change these conditions without your consent.

We will notify you of any unilateral change by us to:

- an Annual Percentage Rate, and
 - the amount of any credit fee or charge or the frequency or time for payment of a credit fee or charge,
- in writing or by advertising the change in a newspaper circulating through

your State or Territory. We will notify you of these changes not later than:

- for a change to an Annual Percentage Rate – the date the change takes effect; or
- for a change to a credit fee or charge – 30 days before the change takes effect.

If we notify you of a change by advertisement, we will also give you particulars of the change with your next statement of account after the change takes effect.

We will notify you of any other change that we make unilaterally (including the introduction of a fee or charge, other than a government charge publicised by the government, government agency or representative body) by giving you written notice of the change not later than 30 days before the changes take effect. In making any unilateral change we will act reasonably.

Part G – Card and PIN security

27 Looking after Your Card

27.1 You must ensure that a Cardholder informs us immediately if their Card, PIN or TPIN has been misused, lost or stolen. We must be given all the information that you or the Cardholder have or can reasonably obtain regarding the loss, misuse or theft.

27.2 The Cardholder must:

- (a) minimise the risk of losing their Card or allowing their Card to be used by someone else for instance by keeping their Card in sight when making a purchase and report any loss, theft or misuse of their Card in accordance with condition 27.1;
- (b) look after the PIN, TPIN or any Password at all times so as to minimise the risk of losing it or allowing it to be used by someone else. For instance:
 - do not write the PIN, TPIN or Access Code on the Card;
 - do not keep the PIN, TPIN or Password near the Card in a disguised form, such as a telephone number;
 - when a Password is selected, do not select a numeric sequence which represents the Cardholder's date of birth, or an alphabetical sequence which is a recognisable part of the Cardholder's name;
 - do not tell the PIN, TPIN or Password to anyone else (including family, friends and our staff); and
 - if the PIN, TPIN or Password becomes known to someone else, you must tell us immediately by calling us on any telephone number listed on the back of the Conditions of Use booklet; and
- (c) use electronic equipment in a way which minimises the risk of someone obtaining unauthorised access to your Account. For instance:
 - use care to prevent anyone seeing your code being entered on electronic banking Terminals, over the telephone and via the internet for instance at an internet cafe; and
 - remember to take the Card, receipt and cash from the location of an electronic banking Terminal after use.

27.3 Cardholders must comply with the following:

- (a) where we provide a Cardholder with a Card, PIN, TPIN or Password, the Cardholder must:
 - (i) not voluntarily give or disclose the Card, PIN, TPIN or Password to anyone including a family member, friend or our staff member;
 - (ii) not act with carelessness in failing to protect the security of the PIN, TPIN or Password; and
 - (iii) not record the PIN, TPIN or Password on the Card, or on articles liable to loss or theft simultaneously with the Card (without making a reasonable attempt to protect the security of the record); and
- (b) where we allow the Cardholder to select a Password, the Cardholder must not select:
 - (i) a numeric code which represents your birth date; or
 - (ii) an alphabetical code which is a recognisable part of your name.Any act by the Cardholder contrary to condition 27.3(a) or (b), may mean that you are liable for losses caused by unauthorised transactions caused by a breach of the security of the Password, PIN, TPIN or Card.

28 Liability for EFT Transactions

28.1 Where you or any Additional Cardholder want to use a Card for the purposes of an EFT Transaction through a financial institution or merchant you and any Additional Cardholder must comply with the conditions of use imposed by the financial institution or merchant as the case may be, including their withdrawal and Transaction limits.

28.2 Where your statement records an unauthorised transaction on your Account which is an EFT Transaction, you will not be liable for:

- (a) losses that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) losses arising because the PIN, TPIN, Password or Card is forged, faulty, expired, or cancelled;
- (c) losses that arise from EFT Transactions which required the use of your Card, PIN, TPIN or Password and that occurred before the Cardholder received the Card, PIN, TPIN or Password;
- (d) losses that are caused by the same EFT Transaction being incorrectly debited more than once to the same Account;
- (e) losses resulting from unauthorised transactions occurring after we are notified that the Card has been misused, lost or stolen or the security of the PIN, TPIN or Password has been breached;
- (f) losses resulting from unauthorised transactions where it is clear that you or the Additional Cardholder have not contributed to such losses; or
- (g) losses which we are able to recover by exercising any relevant rights we have against a merchant.

28.3 You are liable for losses resulting from unauthorised transactions (which are EFT Transactions) as provided below:

- (a) where you or the Additional Cardholder contributed to the losses through your or the Additional Cardholder's fraud or contravention of

the security requirements in condition 27.3, you are liable for the actual losses which occur before we are notified that the Card has been misused, lost or stolen or that the security of the PIN, TPIN or Password has been breached;

- (b) where you or the Additional Cardholder contributed to losses resulting from unauthorised transactions because you or the Additional Cardholder unreasonably delayed notifying us after becoming aware of the misuse, loss or theft of the Card, or that the security of the PIN, TPIN or Password has been breached. You will then be liable for the actual losses which occur between the time you or the Additional Cardholder became aware (or should reasonably have become aware in the case of a lost or stolen Card) and when we were actually notified;
- (c) however, you are not liable for any of the following amounts:
 - (i) that portion of the losses incurred on any one day which exceed any applicable daily transaction limit(s) notified to you;
 - (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) notified to you and applicable to that period;
 - (iii) that portion of the total losses incurred on any Account which exceeds the Credit Limit; and
 - (iv) all losses incurred on any Accounts which we had not agreed could be accessed using the Card, PIN, TPIN or Password; and
- (d) where neither paragraph (a) nor (b) applies, and a PIN or Password was required to perform the unauthorised transaction, you are liable for the least of:
 - (i) \$150;
 - (ii) the Credit Limit (plus any credit balance); or
 - (iii) the actual loss at the time we are notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN, TPIN or Password has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s) notified to you).

28.4 Subject to condition 28.5 we will be responsible to you for loss caused by the failure of our equipment or systems to complete a Transaction accepted by our equipment or systems in accordance with a Cardholder's instructions.

28.5 If our systems or equipment malfunction, and a Cardholder was or should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in the Account, and the refund of any charges or fees imposed as a result of those errors.

28.6 If you have any query or complaint concerning EFT Transactions on your Account:

- (a) you must notify us of any such query or complaint by calling us on any telephone number or writing to us at any address listed on the back of the Conditions of Use booklet;

- (b) you must give us all information we request to help us resolve your query or complaint; and
- (c) if we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for investigating it.

- 28.7 If we are a linked credit provider of a supplier under trade practices or consumer credit legislation, you may have rights with us in relation to goods or services which are the subject of a Purchase. Subject to those rights, and any other applicable laws, we are not responsible or liable:
- (a) if a supplier or other person refuses to accept or honour any Card, no matter what the reason; or
 - (b) for any defect or deficiency whatsoever in respect of any goods or services (for example, with respect to the quality of any goods or services) or their fitness for any purpose.

Part H – Account closure and Card cancellation

29 Closing the Account

You can request closure of the Account at any time by telling us in writing or calling us. You should cut in half and return all Cards on the Account.

30 Cancellation and return of Cards

We may cancel any Card or close the Account or do both at any time without notice to you in our absolute discretion. We will notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to issue any Card by fraud; or
- we believe the Card is being used in a way that may cause loss to you or us; or
- the Account becomes inactive and has a nil balance.

In exercising our discretion we will act reasonably. If we suspect that there has been fraud committed in respect of the account we may suspend the provision of credit until the fraud has been investigated. We may cancel the account after an investigation into the fraud if we believe such action is reasonably necessary. You must not use the Account and you must return all Cards on the Account (cut in half for your protection) to us immediately if:

- we close the Account;
- we cancel your Cards; or
- we request you to do so.

31 Payment on closure or cancellation

If you want to or we close the Account, or if we cancel a Card in any circumstances, you must immediately, subject to any legally required notice period:

- return all Cards on the Account, and
- pay the Balance Owing On The Account on demand or by request from us (together with amounts for Transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any of our fees and charges incurred before closure or cancellation – condition 28 applies if a Card is used without your knowledge or consent during that period).

You must also repay any credit provided between the time of closure or cancellation of the Account or any Card issued on the Account and the time we receive back all Cards.

We will act reasonably in making a decision to cancel a Card, or close the Account. If you are not in default under your contract and your card is cancelled or the Account is closed, we will notify you of the amount that you are required to pay.

Any demand for repayment will include a notice period within which the repayment is to be made. In assessing a suitable notice period and making any demand for repayment, we will act reasonably.

Part I – Consequence of breach

32 What happens if you breach these conditions?

If you breach any of these conditions, we may do any or all of the following:

- close the Account;
- cancel any Card; or
- require the return of any Card.

Also, you must pay the reasonable enforcement expenses we reasonably incur in enforcing the credit card contract. Enforcement expenses can be charged to your Account. If enforcement expenses are charged to your Account and cause your Account to exceed the Credit Limit, you may be charged an Overlimit Fee.

Before we exercise our rights under this condition, we will notify you and provide you with an opportunity to rectify the breach. You may incur a Late Payment Fee or Overlimit Fee if you are late making a payment and/or if you exceed your Credit Limit.

Part J – Errors, disputes and complaints

33 Errors, disputes and complaints

- 33.1 If you believe an error has been made, or unauthorised transactions have occurred, or you have any other questions after checking your statement, please notify us at once by calling us on any telephone number or writing to us at any address listed on the back of the Conditions of Use booklet.
- 33.2 Please give us your name and Account number and any relevant details of the error or unauthorised use, including the amount involved. We may also ask you for further information.
- We may place a stop on your Account if we become aware of any dispute which in our reasonable opinion has a bearing on the Account, including without limitation as to who owns an Account, or whether instructions provided to us are authorised or valid. In this case, we may place a stop on the Account until an agreement has been reached between the parties which is acceptable to us.
- 33.3 If we cannot solve the problem immediately, we will give you a summary of the investigation procedure we will follow. If we have not finished our investigation and told you the result and our reasons in writing within 21 days of receiving your complaint, we will let you know that we need more time.
- 33.4 We will complete our investigations and tell you the result and our reasons in writing within 45 days after receiving full details of your complaint unless

there are exceptional circumstances, which we will write to you about. If we decide that the Account has been incorrectly debited or credited, we will adjust it (including any fees, interest and charges) and tell you in writing. If we decide that there has not been an incorrect debit or credit or we decide that you have contributed to at least part of the loss involved in an unauthorised transaction, we will give you copies of any evidence. If you are not satisfied with our decision, you may request a senior management review.

If it is determined that our decision was wrong or our procedures were unsatisfactory and these influenced the complaint result or caused unreasonable delay, we will be liable for the amount of the Transaction. If you are not satisfied with the steps taken by us to resolve your complaint, or with the result of our investigation, you may contact the Financial Ombudsman Service Limited ("FOS"). The FOS (or Financial Ombudsman) is an independent external complaints handling body approved for this purpose by ASIC. This service is available to individuals and small businesses and is free of charge.

The FOS may be contacted at:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Facsimile 03 9613 6399
www.fos.org.au

We are bound by whatever the Financial Ombudsman decides. However, if you do not agree with the Financial Ombudsman's determination you are not bound by it and you can take the matter to court if you wish.

34 Chargeback information

In some circumstances, the rules of the MasterCard® International card scheme allow us to charge a Transaction on your Account back to the merchant with whom a Cardholder made the Transaction.

We will claim a chargeback right (if the right is available) for a Transaction on your Account if:

- (a) you ask us to do so; and
- (b) you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the Transaction is recorded.

Otherwise any chargeback we have under the rules of the MasterCard International card scheme may be lost.

We cannot claim a right of chargeback if the right does not exist. Your claim must fall within a specific category before we can exercise our rights in respect of a disputed Transaction. The rules of the MasterCard International card scheme prevent us from disclosing details of when a chargeback is or is not available to us.

35 Electronic banking system malfunction

35.1 Alternative procedure

If the electronic banking system malfunctions, alternative manual procedures

may be available from the merchant for retail point of sale Transactions by using your Card and signing your authorisation of the Transaction.

36 Certificates

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the Account or stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect. We will act reasonably in preparing any such certificate.

Part K – Telephone and internet banking

37 Telephone and internet banking

Your Account has access to telephone and internet banking, should you choose to utilise this service. Your first use of telephone and internet banking will indicate that you have accepted the terms and conditions in this condition 37.

You will be given automatic access to telephone and internet banking when your Account is approved.

When you or your Additional Cardholders use telephone and internet banking, you and/or your Additional Cardholder will receive a Password and TPIN. The Password and TPIN are confidential and we will rely on them as constituting your or your Additional Cardholder's electronic signature. It is your responsibility to use other means of effecting a Transaction and obtaining information if for any reason you are unable to use telephone and internet banking.

We will take reasonable precautions to ensure that information transmitted by us about your Account remains confidential and protected from unauthorised access. We will not be otherwise liable for any unauthorised access by any means to that information.

We will take reasonable steps to ensure that the information that we make available to you through telephone and internet banking is correct and updated regularly at the intervals we specify from time to time. Subject to any other provisions in this condition, we will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communications network or any other circumstances beyond our reasonable control.

You authorise and direct us to act on any instructions given to us by you, an Additional Cardholder or a person using a Password or TPIN and you are liable for any such instructions. We may delay acting on, or may ask you for further information before acting on, an instruction.

You authorise us to accept any instruction that has not been cancelled by you and notified to us prior to us acting on that instruction.

We are entitled to assume that any access and operation of telephone and internet banking has been made by you, or a person authorised by you, regardless of the true identity of the person accessing and operating telephone and internet banking. You must take care to avoid us being misled as to Transactions on your Account, including forgeries or other unauthorised transactions.

Except as provided in this condition 37, to the extent permitted by law, we are not liable for:

- (a) any loss or damage arising from any breach by you or your Additional Cardholder's obligations under the terms and conditions in this condition 37;
- (b) any unauthorised or fraudulent use of telephone and internet banking;
- (c) any loss which you, or anyone else claiming through you, suffers if telephone and internet banking is unavailable, inaccurate or incomplete; or
- (d) any incidental or consequential loss or damage which you, or anyone else claiming through you, suffers.

For the protection of you and us, we may suspend your use of telephone and internet banking without prior notice:

- (i) if we have reasonable grounds to suspect that the confidentiality of any Password or TPIN has been compromised;
- (ii) if you advise us that you suspect that any Password or TPIN may be known by or have been used by another person;
- (iii) if you or a user are in breach of any of your obligations under the terms and conditions in this condition;
- (iv) if any of your Accounts become overdrawn without our prior consent; or
- (v) to otherwise protect our interests.

This service allows you to send payment instructions to us via telephone and internet banking using a telephone or computer with an appropriate internet connection.

You acknowledge that payment instructions must be received with any other relevant information by us before any deadline specified in the Account terms and conditions in order to be processed by that particular business day. In this condition 37, "business day" refers to a day on which banks are able to effect settlement through the Reserve Bank of Australia and which is not a national public holiday.

We will confirm our receipt (but not the processing) of your payment instructions by issuing you with a payment identification number at the time you issue those instructions via telephone and internet banking.

We will confirm the processing of payment instructions on your statement of Account.

We will not be liable in respect of any errors or delays in relation to the receipt or processing of a payment instruction, or if the intended payee of any payment does not receive those funds.

Part L – BPAY scheme

38 BPAY scheme

- 38.1 We are a member of the BPAY scheme and we will inform you if we cease to be a member of the BPAY scheme. The BPAY scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to billers who tell you that you can make BPAY payments to them.
- 38.2 BPAY access is only available through online and telephone banking. The terms and conditions in this condition 38 will apply to you if you wish to have BPAY access to internet and telephone banking.

39 Information you must give us

- 39.1 You must give us any information we require to make a BPAY payment, including:
- (a) the biller code of the biller you wish to pay;
 - (b) the account or payment number which the biller has advised you to use when making payments using BPAY – this is referred to as the customer reference number;
 - (c) the account number of the Account from which you wish to make the payment; and
 - (d) the amount you wish to pay.
- We may then debit your Account with the amount of the BPAY payment.
- 39.2 We do not have to effect a BPAY payment if you do not give us all of the above information or if any of that information is incomplete or inaccurate, or if there are insufficient cleared funds in your Account at the time you ask us to make the BPAY payment.
- 39.3 We may impose restrictions on the accounts from which a BPAY payment may be made or impose limits on the amount of BPAY payments.

40 Valid payment directions

- 40.1 We will treat an instruction to make a BPAY payment as authorised by you if, when it is given to us your Password or TPIN is entered.

41 Payments

- 41.1 You must notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – for those errors see condition 42 below) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your Account. Condition 42 describes when and how we will arrange for such a BPAY payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 41.2 Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:
- (a) on the date you make that BPAY payment, if you tell us to make the BPAY payment before the payment cut-off time on a business day;
 - (b) on the next business day, if you tell us to make a BPAY payment after the payment cut-off time on a business day, or on a non-business day; or
 - (c) on the day or next business day that you have nominated for a scheduled payment to take place.
- 41.3 A delay might occur in the processing of a BPAY payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY payment;
 - (b) you tell us to make a BPAY payment either on a day which is not a business day or after the payment cut-off time on a business day;
 - (c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme; or
 - (d) a biller fails to comply with its obligations under the BPAY scheme.
- 41.4 While it is expected that any delay in processing under this agreement for any reason set out in condition 41.3 will not continue for more than one (1) business day, you acknowledge and accept that any such delay may

continue for a longer period. BPAY payments may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

41.5 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you later discover that the amount you told us to pay was:

- (a) greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
- (b) less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

42 Liability for mistaken payments, unauthorised transactions and fraud

42.1 We will attempt to make sure that your BPAY payments are processed promptly by the participants in the BPAY scheme, including those billers to whom your BPAY payments are to be made. You must tell us promptly if:

- (a) you become aware of any delays or mistakes in processing your BPAY payments;
- (b) you did not authorise a BPAY payment that has been made from your Account; or
- (c) you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this condition. However, except as set out in this condition 42 and condition 44, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

42.2 If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 business days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

42.3 If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover within 20 business days of us attempting to do so that amount from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

42.4 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless

some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

42.5 If a BPAY payment you have made falls within the type described in conditions 42.2, 42.3, or 42.4, then we will apply the principles stated in condition 42.3. If a BPAY payment you have made falls within both the types described in conditions 42.2 and 42.4, then we will apply the principles stated in condition 42.4.

42.6 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the terms and conditions in this condition; or
- (b) acted negligently or fraudulently in connection with this agreement.

42.7 If you tell us that a BPAY payment made from your Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your Account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent.

42.8 You acknowledge that receipt by a biller of a mistaken or erroneous BPAY payment does not or will not constitute under any circumstance in part or in whole, satisfaction of any underlying debt owed between the payer and their biller.

43 When a biller cannot process a payment

If we are advised that your BPAY payment cannot be processed by a biller, we will:

- (a) advise you of this;
- (b) credit your Account with the amount of the BPAY payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

44 Consequential damage

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

45 Suspension

We may suspend your right to participate in the BPAY scheme at any time. The circumstances in which we may suspend your right to participate in the BPAY scheme include if you or anyone acting on your behalf is suspected of being fraudulent.

Part M – General information

46 General information

You may obtain from our website general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheques and cheque clearing;
- the advisability of informing us promptly when you are in financial difficulty;
- the advisability of reading the Offer and these conditions; and
- current interest rates, fees and charges.

There is a brochure available from our website that contains all types of information about our banking services and the Code of Banking Practice 1993 which you may find helpful. You can also call us to obtain a copy of this information.

47 Consumer Credit Code

This condition applies to the extent that a Consumer Credit Code and other applicable laws apply to this agreement. If:

- (a) that Code or law would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of that Code or law or impose an obligation or liability which is prohibited by that Code or law, this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or law or, if necessary, omitted.

48 Electronic communication consent

We may offer to provide you with statements, notices and other information relating to your Account by email or by making this information available at our website.

Where you consent to us communicating electronically, you authorise us to act on instructions we have received electronically. This consent and authority will apply to all communications permitted to take place electronically by law (including any applicable industry Code or Code of Conduct) including but not limited to:

- (a) statements of your Account;
- (b) notices and other documents from us to you about your Account; and
- (c) variations to the contract relating to your Account.

This offer may be on the application form or by separate notice to you by any agreed means.

We will rely on this consent to communicate with you by email to the email address that you have notified to us, or by making a notice available for you to access on our website.

For example, we may send an email to your email address each month to tell you that your statement of your Account can be viewed online. By

giving this consent, we are no longer required to send you notices or other documents in paper form for the Account.

You must ensure that:

- (a) you check your email regularly for notices and other communication from us;
- (b) your email address remains current (or otherwise notified to us); and
- (c) emails from us to your email address are not blocked.

Providing you with electronic statements does not alter your obligations under any terms and conditions of the Account.

You can print and save a copy of any notice or other document provided to you electronically. You are responsible for ensuring that you maintain the appropriate software and hardware, including printer, to access, view, retrieve, print and save a copy of such documents.

You can go back to receiving paper notices and other documents by notifying us in writing withdrawing this consent. If you decide to return to paper notices and other documents, you are asking to receive those documents on paper, delivered by post to your nominated street address.

49 Chip

You must ensure the Chip is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use. Only you can use the Chip for any of the available services.

50 Commissions

When your Account is opened, we may pay a commission to the entity which introduced you to us. Details of the commission, if known, will be set out in the Offer.

51 Financial difficulty

You must inform us of any material adverse change to your financial position or if you are in financial difficulty as soon as possible.

52 Privacy

By completing the application form you agree to us collecting, holding and using personal information about you to process your application, and administer and manage the products and services we provide to you. This includes monitoring, auditing and evaluating those products and services, modelling data, data testing, communicating with you and dealing with any complaints or enquiries.

You need not give us any personal information requested in the application form or in any other document or communication relating to the products or services we supply you. However, without this information, we may not be able to process your application or provide you with an appropriate level of service. You agree to allow us to provide access to your personal information within or outside of Australia to other companies in the Macquarie Group as well as external service providers, which provide services in connection with our products and services.

We may also disclose your personal information if acting in good faith or we believe that the law requires or permits us to do so without your consent. We and other companies in the Macquarie Group may use your personal information to offer products or services that may be of interest to you unless you request us not to.

Under the Privacy Act 1988, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by calling us on any telephone number or writing to us at any address listed on the back of the Conditions of Use booklet.

Our privacy statement and details on how you may access or update your personal information can also be found at www.macquarie.com.au.

53 Anti-money laundering

- (a) You must not knowingly do anything to put us in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws). You agree to notify us if you are aware of anything that would put us in breach of AML/CTF Laws.
- (b) If requested, you agree to provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.
- (c) You represent and warrant that you are not aware and have no reason to suspect that the amount of credit that we agree to provide you will be used to fund money laundering, terrorism financing or similar activities (Illegal Activities).
- (d) We are subject to AML/CTF Laws. In agreeing to these terms and conditions, you consent to us disclosing in connection with AML/CTF Laws any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) we have.
- (e) In certain circumstances we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.
- (f) We retain the right not to provide services/issue products to any applicant that we decide, in our sole discretion, that we do not wish to supply.

54 Assignment

You consent that subject to applicable laws, we may assign all our rights, title and interest under this agreement to any institution, corporation or individual.

55 No security

We agree not to rely on or to enforce as security for your obligations under this agreement:

- (a) any security which we may hold from you; or
- (b) any other security or guarantee which we may hold from any other person in relation to your obligations.

You acknowledge that this agreement does not vary the terms or affect the enforceability of that security or guarantee.

This part of the Conditions of Use booklet only applies to you if you are an individual and, when you enter into this agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

Information Statement

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your Government Consumer Agency, or get legal advice.

The contract

1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractal statement containing certain information about your contract. The precontractal statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3 Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4 Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5 How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6 Will I pay less interest if I pay out my contract early?
Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?
Yes, but only if your contract says so.

8 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
 - (i) a change in the way in which interest is calculated; or
 - (ii) a change in credit fees and charges; or
 - (iii) any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

9 Is there anything I can do if I think that my contract is unjust?
Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

Insurance

10 Do I have to take out insurance?
Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

11 Will I get details of my insurance cover?
Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.
You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12 If the insurer does not accept my proposal, will I be told?
Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13 In that case, what happens to the premiums?
Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14 What happens if my credit contract ends before any insurance contract over mortgaged property?
You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

General

15 What do I do if I cannot make a repayment?
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways, for example

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

16 What if my credit provider and I cannot agree on a suitable arrangement?
If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation. You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this. There are other people, such as financial counsellors, who may be able to help.

17 Can my credit provider take action against me?
Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

18 Do I have any other rights and obligations?
Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

PART 2 – JETSTAR PLATINUM MASTERCARD® INSURANCES POLICY INFORMATION BOOKLET

IMPORTANT NOTE:

THESE INSURANCE COVERS ARE APPLICABLE TO JETSTAR PLATINUM MASTERCARD CARDHOLDERS ONLY

Jetstar is not the issuer of the Jetstar Platinum MasterCard Insurances Master Policies or any of its underlying insurance covers and neither Jetstar nor any of its related corporations guarantee any of the benefits under these covers.

The Jetstar Platinum MasterCard Insurances:

- Overseas Travel Insurance Cover,
- **Interstate Flight** Inconvenience Insurance Cover,
- Transport Accident Insurance Cover,
- Extended Warranty Insurance Cover, and
- Purchase Protection Insurance Cover

are available to **Jetstar Platinum MasterCard cardholders** under the Master Policies issued to Macquarie Bank Limited ("Macquarie") ABN 46 008 583 542, 1 Shelley Street, Sydney, NSW 2000 by American Home Assurance Company, ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis ("Chartis") of 549 St Kilda Road, Melbourne, Victoria 3004.

Macquarie is not the issuer of the Jetstar Platinum MasterCard Insurances Master Policies or any of its underlying insurance covers and neither **Macquarie** nor any of its related corporations guarantee any of the benefits under these covers. These covers are provided at no additional cost to the **Jetstar Platinum MasterCard cardholder** and **Macquarie** does not receive any commission or remuneration from Chartis for arranging these Jetstar Platinum MasterCard Insurances. Neither **Macquarie** nor any of its related corporations are Authorised Representatives (under the Financial Services Reform Act 2001) of Chartis.

Macquarie may terminate any of the Jetstar Platinum MasterCard Insurances covers by providing written notification to its primary **Jetstar Platinum MasterCard cardholders**. Please note that the primary **Jetstar Platinum MasterCard cardholder** is required to inform additional cardholders of the termination and/or changes to any of the Jetstar Platinum MasterCard Insurances covers.

The covers provided under these Jetstar Platinum MasterCard® Insurances are only available when the Cover Activation Criteria is satisfied.

You are under no obligation to accept the covers under this Policy Information Booklet. However, if you wish to make a claim under any of these covers, **you** will be bound by the Definitions, Terms and Conditions, Exclusions and Claims Procedures set out under these covers. Therefore please read this Policy Information Booklet carefully and keep it in a safe place. Please also keep all purchase receipts, detailed particulars and proof of any loss **you** suffer and proof of **your** eligibility for the covers under this Policy Information Booklet. Each of the insurance covers incorporated in this Jetstar Platinum MasterCard Insurances Policy Information Booklet should be read as an individual insurance document of its own.

Policy enquiries

For enquiries in relation to Extended Warranty Insurance Cover, please call:
Freecall Phone: **1800 633 676**

For enquiries in relation to any other insurance covers, please call:
Freecall Phone: **1800 056 008**

1. OVERSEAS TRAVEL INSURANCE COVER

For the purpose of this overseas travel insurance cover:

Travel to and/or from Norfolk Island, Lord Howe Island, Cocos Islands and Christmas Island will be regarded as overseas travel.

However, medical and hospital expenses are not covered if incurred within Australia or in any other location where Australia's *Private Health Insurance Act 2007* (or equivalent legislation) is deemed to apply.

Schedule of Benefits and Sum Insured

Benefits	Maximum sum insured for persons under 75 years of age.	Maximum sum insured for persons between 75 years of age and under 90 years of age.
SECTION 1: Cancellation, Overseas Medical, Dental and Additional Expenses	Unlimited subject to the following sub-limits: <ul style="list-style-type: none"> • Travel agent's cancellation fees – up to \$500 per person • Emergency dental treatment – up to \$1,250 per person • Bed care patient overseas – \$100 per 24 hours period up to a maximum of \$15,000 • Travel delay – maximum \$750 per person or \$1,500 in total for families any one continuous delay period • Repatriation of remains – up to \$20,000 per person or \$50,000 in total for families • Resumption of journey – up to \$3,000 per person up to \$10,000 in total for families 	Cancellation cover only for a maximum \$5,000 Travel agent's cancellation fees – up to \$500 per person No cover for overseas Medical, Dental and Additional Expenses
SECTION 2: Luggage, Personal Effects and Travel Documents	\$15,000 for single persons and \$20,000 for families , subject to: <ul style="list-style-type: none"> • Maximum limit of \$2,000 for any one item, set or pair of items • Laptop computers – maximum limit of \$5,500 inclusive of all accessories • Non-recoverable cost of replacing the travel documents, credit cards, debit cards and travellers cheques – \$550 per person up to \$1,250 in total for families • Emergency Luggage replacement <ul style="list-style-type: none"> • \$300 for single persons • \$600 for families 	\$15,000 for single persons and \$20,000 for families , subject to: <ul style="list-style-type: none"> • Maximum limit of \$2,000 for any one item, set or pair of items • Laptop computers – maximum limit of \$5,500 inclusive of all accessories • Emergency Luggage replacement <ul style="list-style-type: none"> • \$300 for single persons • \$600 for families
SECTION 3: Personal Liability	\$2,500,000 per person	\$2,500,000 per person
SECTION 4: Rental Vehicle Excess	\$5,000 <i>per journey</i>	\$5,000 <i>per journey</i>
SECTION 5: Accidental Death	\$20,000 for Jetstar Platinum MasterCard® cardholder \$15,000 for spouse \$10,000 Dependent Child	\$20,000 for Jetstar Platinum MasterCard® cardholder \$15,000 for spouse \$10,000 Dependent Child

EXCESS – **We** will not pay the first \$200 of each and every claim arising from the same event made under:

Sections 1 (except subsection 3.1, 3.4, 3.6 and 3.7),

Section 2 (except for subsection 2 and 3), or

Section 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 overseas travel insurance cover.

Cover Activation Criteria

Your cover under this Jetstar Platinum MasterCard® overseas travel insurance is deemed to have been activated if:

- *you* are a current **Jetstar Platinum MasterCard cardholder** and,
- prior to the commencement of *your journey*, *you* have paid 100% of *your* return overseas transport costs (airfares and/or cruise costs) including charges, fees and/or taxes with *your Jetstar Platinum MasterCard* account.

Please note: In the event of a claim, you will be required to provide documentation to support that *you* have satisfied the Cover Activation Criteria.

Age Limit – This overseas travel insurance cover is available to current **Jetstar Platinum MasterCard cardholders** who are under 90 years of age. There are limitations to the amount and cover provided for **Jetstar Platinum MasterCard cardholders** between 75 years of age and under 90 years of age at the time of *your* loss. Please refer to the Schedule of Benefits and Sums Insured on page 35.

Pre-existing medical conditions – This overseas travel insurance cover does not provide any benefits for **pre-existing medical conditions**.

Limits of Liability – *Our* liability for each Section under this overseas travel insurance cover 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.

Commencement of Cover – Cover for cancellation and amendment benefits under section 1 will commence from the time *you* activated *your* cover in accordance with the Cover Activation Criteria as stated in page 36. Cover for all other benefits will commence from the time *you* commence *your journey*, as defined on page 38.

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.

Excess – *You* will be required to pay the first \$200 for each and every claim arising from the same event made under Sections 1 (except for Sub-section 3.1, 3.4, 3.6 and 3.7), Section 2 (except for Sub-sections 2 and 3) and Section 3.

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 Conditions, General Exclusions and those portions of each Section headed “In addition to the General Exclusions applying to all Sections of this overseas travel insurance cover, *we* will not pay” in each Section of this overseas travel insurance cover.

Definitions:

Words with a special meaning are shown in this overseas travel insurance cover in **bold, italic** font.

For the purpose of this overseas travel insurance cover:

Bed care patient – means that *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.

Dependent children – means *your* unmarried children who are:

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full time students at an accredited institution of higher learning;

and at the time of an event giving rise to a claim are primarily dependent upon *you* for maintenance and support and who travel with *you* on the *journey*.

A child who is physically or mentally incapable of self-support upon attaining age 19 may be continued to be covered under this policy while remaining incapacitated and unmarried and who travels with *you* on the *journey*.

Family(ies) – means *your spouse* and *your dependent children* that are travelling with *you*.

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.

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

Macquarie – means Macquarie Bank Limited ABN 46 008 583 542

Jetstar Platinum MasterCard® – means a current and valid Platinum Jetstar branded credit card issued by **Macquarie** in connection with a **Jetstar Platinum MasterCard** account (and includes a card issued to an additional **Macquarie** cardholder on such an account).

Jetstar Platinum MasterCard cardholder – means a permanent resident of Australia to whom **Macquarie** has issued a Jetstar Platinum MasterCard and includes the primary cardholder and any additional cardholder to whom a **Jetstar Platinum MasterCard** has been issued for use on a **Jetstar Platinum MasterCard** account.

Period of journey, journey – means the shorter period commencing from the time **you** leave **your** place of residence in Australia to travel overseas, until:

- (a) the time **you** return to **your** place of residence in Australia, or
- (b) the expiry of 120 consecutive days following the time that **you** leave **your** place of residence in Australia to travel overseas. The maximum duration of coverage is 120 consecutive days.

For the overseas travel insurance cover to apply **your journey** must commence and conclude in Australia.

Pre-existing medical condition – means any medical or dental condition of **yours, your** travelling companion, **relative** or any other person that may cause you to claim, which in the 30 days before **you** have activated **your** overseas travel insurance cover in accordance with the Cover Activation Criteria as stated in page 36:

- required treatment, investigation (whether or not a diagnosis has been made), medication or advice from a doctor, chiropractor, physiotherapist, naturopath, psychiatrist, psychologist; or
- **you** were aware of, or could be expected to have been aware of, that may lead to a claim under this overseas travel insurance cover.

It also means a chronic or on-going medical or dental condition.

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.

Relative – means **your spouse**, parent, parent-in-law, grandparent, step-parent, uncle, aunt, sister, sister-in-law, brother, brother-in-law, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, grandchild, guardian, fiancé, fiancée, half-brother, half-sister, niece or nephew all resident in Australia and New Zealand at the time **you** activated **your** overseas travel insurance cover in accordance with the Cover Activation Criteria as stated in page 36.

Spouse – means **your spouse** or de facto partner of either sex, with whom you have continuously cohabited for a period of three (3) consecutive months or more and who travels with **you** on the **journey**.

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.

Unaccompanied – means, in relation to luggage, personal effects or travel documents: Sent or left somewhere else by **you** so that they are not travelling with **you** on **your journey**.

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.

We, our, us – means American Home Assurance Company ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis.

You and your – means a current **Jetstar Platinum MasterCard® cardholder** and includes eligible **family** members.

General Conditions

General – At the time of this overseas travel insurance cover 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.

Our Requirements

- (i) if **you** require hospitalisation or emergency transportation services or need to return to Australia early for any reason and want **us** to pay, **you** must contact Travel Guard™ and obtain approval before arrangements are made. Failure to do so may affect **your** claim.
- (ii) **you** are required to follow the advice and instruction of Travel Guard™, and where **we** require, **our** advice and instruction. If **you** fail to do so **we** may refuse to pay **your** claim

To contact Travel Guard™, ring the operator in **your** current locality to book a reverse charge call to **+60 3 2772 5683**.

Australian Law – This overseas travel insurance cover shall be interpreted in accordance with the law of the State or Territory in Australia in which the **Jetstar Platinum MasterCard cardholder** resides and be subject to the jurisdiction of the courts of that State or Territory in Australia.

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.

Commencement of Cover – Cover for cancellation and amendment benefits under section 1 will commence from the time **you** activated **your** cover in accordance with the Cover Activation Criteria as stated in page 36. Cover for all other benefits will commence from the time **you** commence **your journey**, as defined on page 38.

Cancellation of Cover – American Home Assurance Company and Macquarie Bank Limited may agree to terminate this overseas travel insurance cover at any time. Macquarie Bank Limited will notify the **Jetstar Platinum MasterCard cardholders** on or before the date of such termination. It is the responsibility of

the **Jetstar Platinum MasterCard® cardholder** to ensure that this overseas travel insurance cover is activated in accordance with the Cover Activation Criteria as stated on page 36.

Other Insurance – Except for Section 5 Accidental Death, there is no cover under this overseas travel insurance cover 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 overseas travel insurance cover, where permissible under law.

Claim against you – 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 claims in **your** name. **You** must assist **us** even after **we** have paid **your** claim if **we** want to defend **you** against an allegation. This could include attending court to give evidence.

Subrogation

- If **you** can claim from anyone else and **we** also pay **you**, then **you** must refund **us** the amount **we** paid if they pay **you**. **You** cannot claim from both **us** and someone else unless **we** are only making up the difference.
- **You** must assist **us** even after **we** have paid **your** claim if **we** want to recover the amount of any payment from anyone who caused **you** to suffer loss or damage. This could include attending court to give evidence.
- **You** must not start any legal action for recovery of amounts the subject of a claim before telling **us**.

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 overseas travel insurance cover then any amount payable in respect of such claim shall be forfeited.

General Exclusions

We will not pay under any Section of this overseas travel insurance cover for claims arising directly or indirectly out of:

1. **War**, civil war, invasion, insurrection, revolution, use of or threatened 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** overseas travel insurance cover was in force prior to the riot or civil commotion.

5. Any professional sporting activities.
6. Parachuting, BASE jumping, sky diving or travel in any other air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This does not apply to hot air ballooning or parasailing.
7.
 - (a) Racing (other than on foot),
 - (b) mountaineering involving use of ropes or guides, rock-climbing,
 - (c) underwater activities involving use of underwater breathing apparatus (unless **you** hold an open water diving certificate or are diving with a qualified instructor),
 - (d) motor cycling outside Australia (unless **you** are riding a motorcycle 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),
 - (e) trekking 3000 metres above sea level,
 - (f) ocean yachting.
 - (g) extreme or hazardous sports or activities. These shall include but are not limited to pot holing, hunting, white water rafting grade 5 and above, horse jumping, big wave surfing, competition contact sports, competition bike sports, off piste skiing/snow boarding, competition ski/snowboard sports, contact martial arts, or expeditions to remote or inhospitable locations.
8. Deliberate exposure to exceptional danger unless in an attempt to preserve life, **your** own or others.
9. **Your** suicide, attempted suicide or intentional self-inflicted injury.
10. **Your** or any other person's psychological or psychiatric condition.
11. **Your** or any other person's nervous disorder, anxiety disorder, depression or stress related disorders.
12. Sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV).
13. **You** having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of any drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.
14. **Your** or any other person's **pre-existing medical condition(s)**.
15. **Your** or any other person's pregnancy or childbirth (except for unexpected medical complication or emergency when **you** are no more than 26 weeks pregnant at the time it occurs).
16. **You** travelling against medical advice or when **you** ought reasonably to know that **you** are unfit to do so.
17. Any potentially fatal condition which has been diagnosed or any condition for which **you** are travelling to seek medical or other treatment.
18. **You** engaging in any illegal conduct or criminal act.
19. Confiscation or destruction of any property by customs or any other authorities.
20. 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.

21. 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.
22. Any failure by **you** to take a precaution to avoid a claim after there was warning in the mass media.
23. Any consequential loss including loss of enjoyment or any financial loss not specifically covered in this overseas travel insurance cover.
24. A change of plans because **you** or **your** travelling companion change **your** mind and decide not to proceed with **your** original **journey** or part thereof.
25. Any losses incurred if **you** have not met the Cover Activation Criteria in the "Important matters **you** should know about" Section.
26. **You** taking part in any manual work in connection with a business or trade.

SECTION 1: Cancellation, Overseas Medical, Dental and Additional Expenses

Please note an Excess of \$200 applies to each and every claim arising from the same event made under this Section (except for subsection 3.1, 3.4, 3.6 and 3.7).

We will pay:

1 Cancellation and Amendment Costs

1.1 Cancellation

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** under 80 years of age, business partner or travelling companion;
- (b) any other unforeseeable circumstances (other than death, injury or illness) outside **your** control provided that a claim is not also paid in respect of **your** death.

1.2 Amendment Costs

The reasonable costs of re-scheduling **your** travel if **you** are unable to travel on **your** original **journey** due to:

- (a) the unforeseeable death, accidental **injury**, or illness of **your relative** under 80 years of age, business partner or travelling companion;
- (b) any other unforeseeable circumstances (other than death, injury or illness) outside **your** control provided that a claim is not also paid in respect of **your** death.

Please note:

- The amount **we** will pay **you** under Section 1.2 will not be more than the amount **we** would have paid under Section 1.1 above.

- No claim will be payable under Section 1.2 if **you** have already made a claim under Section 1.1 above.

1.3 We will also pay travel agents' cancellation fees of up to \$500 per person if incurred.

This Section of the overseas travel insurance cover will commence from the time **you** activated **your** cover in accordance with the Cover Activation Criteria as stated on page 36.

1.4 Frequent flyer points

(a) Cancellation

If any of **your** travel or accommodation arrangements were purchased using frequent flyer or a similar loyalty points programme, then, with respect to a claimable event under sub-section 1.1

Cancellation, **we** will pay **you** for the frequent flyer or similar loyalty programme points lost following cancellation, alteration, curtailment or incompleteness of **your journey**.

The benefit payable will be calculated as follows:

If the points for **your** travel or accommodation arrangements cannot be refunded, **we** will refund to **you** the cost of the equivalent travel or accommodation arrangements based on the quoted retail price at the time **your** arrangements were purchased.

If only a portion of **your** points for your travel or accommodation arrangements can be refunded, **we** will refund to **you** the cost of the equivalent travel or accommodation arrangements based on the quoted retail price at the time your arrangements were purchased, less the value of the portion of **your** points refunded back to **you**.

For this benefit to become payable:

- (a) the reason for cancellation, alteration, curtailment or incompleteness must be covered under sub-section 1.1, and
- (b) the loss of such points must not be recoverable from any other source, and
- (c) **you** must first request the travel provider to refund **your** points before **you** submit a claim under this sub-section.

(b) Amendment Costs

If any of **your** travel or accommodation arrangements were purchased using frequent flyer or a similar loyalty points programme, then, with respect to a claimable event under sub-section 1.2 Amendment Costs, **we** will pay **you** for the frequent flyer or similar loyalty programme points reasonably used to re-schedule **your** travel or accommodation arrangements if **you** are unable to travel on **your** original **journey**.

The benefit payable will be the costs of the equivalent extra costs of re-scheduling **your** travel or accommodation arrangements based on the quoted retail price at the time **your** arrangements were purchased.

This benefit is only payable where the reason for the re-scheduling is covered under sub-section 1.2.

The Conditions applicable to sub-section 1.2 Amendment Costs apply equally to this benefit.

2. Medical and Dental

- 2.1 **Your** reasonable medical, surgical, hospital, ambulance, and nursing home expenses and the cost of other treatment, given or prescribed by a legally qualified medical 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 other source. If **you** are hospitalised **you** must contact Travel Guard™ as soon as possible. Ring the operator in **your** current locality to book a reverse charge call to +60 3 2772 5683.
- 2.2 **Your** reasonable emergency overseas dental costs up to a maximum of \$1,250 per person, for the relief of sudden and acute pain incurred as a result of **you** suffering an accidental **injury** or illness during the **period of journey** provided they are not otherwise recoverable from any other source.

3. Additional 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.

The most **we** will pay is \$20,000 per person or \$50,000 in total for **families**.

- 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 \$100 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 \$15,000 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** under 80 years of age, business partner or travelling companion; or
- (b) any other unforeseeable circumstances (other than death, injury or illness) 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 Section of the overseas travel insurance cover, or at the time of the happening of any circumstances covered by this Section of the overseas travel insurance cover, **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 travel ticket 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**. If the delay continues for an additional 18 hour period, **we** will pay up to an additional \$500 for singles and an additional \$1,000 for **families**. The maximum **we** will pay for any one continuous delay period is \$750 for singles and \$1,500 for **families**. If **you** claim this benefit **we** will not pay for any accommodation, meals or other travelling expenses under this Section.
- 3.7 **Your** transport costs up to \$3,000 per person for **you** to return overseas, if **we** have returned **you** to Australia following **your** accidental **injury** or illness or the unforeseeable death, accidental **injury**, or illness of **your relative** under 80 years of age, business partner or travelling companion but **we** will only pay this if:
- (a) the **journey** has not ended and there is at least a quarter of the **journey** remaining, or 14 days, whichever is greater, and
- (b) the unforeseeable death, accidental **injury**, or illness occurred after **you** booked **your** travel arrangements in Australia.
- We** will only pay the cost of a one-way ticket to the location which, at the time of **your** return, was stated on **your** original itinerary, as **your** expected destination at the date of **your** return. If **we** have used **your** original return tickets to return **you** to Australia, we will provide **you** with return tickets. The most **we** will pay under this Section 3.7 is \$10,000.

In addition to the General Exclusions applying to all Sections of this overseas travel insurance cover,

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 overseas travel insurance cover.
- 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 cancellation, delays or rescheduling caused by carriers.
- 7 Claims arising from cancellation, delays or rescheduling caused directly or indirectly by strikes by airline staff, airline contractors or suppliers or any other airline entity.
- 8 For cancellation or disruption to travel which relates to **your** or **your** travelling companion's business or employment, including but not limited to, not being

able to take leave from that employment. This exclusion will not apply to **you** being retrenched from **your** usual full time employment in Australia.

- 9 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**.
- 10 Cancellation (refer to Section 1 Sub-sections 1 and 2 on pages 42, 43, and 44) and **your** reasonable extra travel and accommodation expenses (refer to 3.4, 3.5, 3.6 and 3.7 on pages 44 and 45) directly or indirectly incurred as a result of intentional use of military force or other intervention by any government or official authority to intercept, prevent, or mitigate any known or suspected **terrorist act**.
- 11 Cancellation (refer to Section 1 Sub-sections 1 and 2 on pages 42, 43 and 44) and **your** reasonable extra travel and accommodation expenses (refer to 3.1, 3.4, 3.5, 3.6 and 3.7 on pages 44 and 45) directly or indirectly incurred as a result of any **terrorist act**.

SECTION 2: Luggage, Personal Effects and Travel Documents

Please note an Excess of \$200 applies to each and every claim arising from the same event, made under this Section (except for Sub-sections 2 and 3 where no Excess is applicable).

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 \$5,500 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, debit cards and travellers cheques taken with **you** on the **journey**. The maximum amount **we** will pay is \$550 per person up to a maximum of \$1,250 in total for **families**.
- 4 For **your** legal liability for payment arising out of unauthorised use of **your** travel documents, credit cards, debit cards and travellers cheques, following theft during the **journey** by any one person not **your relative** or travelling companion.

Under this Section, all loss or damage attributable to theft or vandalism must be reported to the appropriate authority as soon as possible after the discovery of the loss. We may not be liable for any loss of credit cards, debit cards, travellers cheques and travel documents unless such loss is reported as soon as possible to the issuing authority and the appropriate cancellation measures have been taken.

In addition to the General Exclusions applying to all Sections of this overseas travel insurance cover,

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, personal effects or travel documents.
- 7 Luggage, 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 an Excess of \$200 applies to each and every claim arising from the same event 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.

We will not be liable under this Section in circumstances where **you** have admitted fault or liability to any other person without **our** prior written consent.

In addition to the General Exclusions applying to all Sections of this overseas travel insurance cover,

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, the *Fair Work Act 2009* or accident compensation legislation.
- 11 The intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected *terrorist act*.
- 12 any *terrorist act*.

SECTION 4: Rental Vehicle Excess

Please note that there is no Excess applicable under this Section.

Damage and Theft Excess Cover

Additional Definition: For the purpose of this Section, the following word has a special meaning where shown in this Section in ***bold, italic*** font.

Rental vehicle means a passenger-class hatchback, sedan, station wagon or four-wheel-drive vehicle rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying *you* and *your* travelling companions on public roadways. It shall not include any other type of vehicle or vehicle use.

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 \$5,000 per *journey*.

Conditions

- 1 The ***rental vehicle*** must be rented from a licensed rental agency.
- 2 The hiring arrangement must incorporate comprehensive motor insurance against loss or damage to the ***rental vehicle***.
- 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 Exclusions applying to all Sections of this overseas travel insurance cover,

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
- 2 For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.

3. For loss or damage which occurs beyond the limits of any public roadways or on any roadways inaccessible to two-wheel drive cars.
4. For loss or damage arising from operation of a campervan, caravan or any vehicle that requires a license other than a car license (irrespective of whether *you* hold such a license).

SECTION 5: Accidental Death

Please note that there is no Excess applicable under this Section.

Accidental Death

If *you* die within 12 calendar months as a result of an *injury* caused directly or indirectly by an accident during *your journey*, **we** will pay:

Person(s) covered under this Section	maximum sum insured
<i>Jetstar Platinum MasterCard® cardholder</i>	\$20,000
<i>spouse</i> travelling with the <i>Jetstar Platinum MasterCard cardholder</i>	\$15,000
<i>dependent children</i>	\$10,000 for each <i>dependent child</i>

Please note: During the Period of Cover, only one person is eligible to claim the benefits under this section payable to a ***Jetstar Platinum MasterCard cardholder***. All other persons, including additional cardholders, covered under this overseas travel insurance cover as a result of *you* activating cover in accordance with the Cover Activation Criteria detailed on page 36, would only be eligible for ***spouse*** or ***dependent child*** benefits.

In addition to the General Exclusions applying to all Sections of this overseas travel insurance cover,

We will not pay for:

- 1 Death caused by illness, disease, suicide or intentional self-inflicted *injury*.
- 2 Accidental death if covered under the Jetstar Platinum MasterCard Transport Accident Insurance cover on page 63 of this Jetstar Platinum MasterCard Insurances Policy Information Booklet.

What to do in the event of a claim

- 1 All claims should be advised to **us** within 30 days after the completion of **your 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. **You** will be requested to provide proof that **you** have satisfied the Cover Activation Criteria and that **you** have met all the terms and conditions under this overseas travel insurance cover.
4. For liability claims, do not make any admission or offer. Request the claim against **you** to be put in writing.
5. All losses under luggage and travel documents section must be reported to the local authority within 24 hours and a written acknowledgment obtained.
- 6 In respect of medical expense items: **you** must submit accounts to **your** private health fund before submission to **us**.
- 7 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.
8. For claims enquiries please call **1800 056 008**.

Please note: you can lodge a claim online or download a Travel Insurance claim form from www.chartisinsurance.com.au and click on the Claim tab.

Emergency and Medical Assistance Service – Travel Guard™

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

- 1 **Ring the operator in *your* current locality**
- 2 **Book a reverse charge call on 60 (3) 2772 5683**

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

The overseas assistance service in this Section of the overseas travel insurance cover is provided by Travel Guard™ in conjunction with and subject to the terms and conditions of **your** overseas travel insurance cover.

- 1 In the event of an emergency whilst **you** are outside Australia, Travel Guard™ is only a telephone call away anywhere in the world 24 hours a day.
The free telephone number is listed above.
- 2 Travel Guard™ 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 Travel Guard™ provides the following services under **your** overseas travel insurance cover:
 - 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**.

2. JETSTAR PLATINUM MASTERCARD® INTERSTATE FLIGHT INCONVENIENCE INSURANCE COVER

For the purpose of this interstate flight inconvenience insurance cover:

Australia **does not** include Norfolk Island, Lord Howe Island, Cocos Islands or Christmas Island.

Schedule of Benefits and Sum Insured

Section	Benefits	Maximum sum insured per person unless otherwise stated
SECTION 1	Travel Delays 1.1 Flight delayed by 4 hours or more 1.2 12 hours luggage delay	\$40 per person up to maximum of \$120 for <i>families</i> \$75 per person up to a maximum of \$250 for <i>families</i>
SECTION 2	Luggage	\$500 for each item up to a maximum of \$1,250
SECTION 3	Funeral expenses as a result of accidental death	\$2,500 per person up to a maximum of \$5,000 for <i>families</i>
SECTION 4	Cancellation of <i>interstate flight</i>	\$1,750
SECTION 5	<i>Rental vehicle</i> excess cover	\$1,250 per <i>journey</i>

EXCESS – *You* will be required to pay the first \$75 of each and every claim arising from the same event made under Sections 2 and 4 of this *interstate flight* inconvenience insurance cover.

Important matters *you* should know about

Agreement – *We* will provide *you* with the cover subject to the terms, conditions and exclusions contained in this *interstate flight* inconvenience insurance cover.

Cover Activation Criteria

Your cover under **Jetstar Platinum MasterCard Interstate Flight** Inconvenience Insurance is deemed to have been activated if:

- *you* are a current **Jetstar Platinum MasterCard cardholder**; and
- prior to the commencement of *your journey*, *you* have paid 100% of *your* return interstate airfares including charges, fees and/or taxes with *your Jetstar Platinum MasterCard* account.

Please note: In the event of a claim, *you* will be required to provide documentation to support that *you* have satisfied the Cover Activation Criteria.

Period of Cover

- Cancellation/Amendment benefit (Section 4) under this *interstate flight* inconvenience insurance cover starts from the date *you* activated *your* cover in accordance with the criteria as listed above.
- All other benefits under this *interstate flight* inconvenience insurance cover starts from the time *you* leave *your* home in Australia to travel directly to the airport from where *you* are catching your *interstate flight*.
- All benefits under this *interstate flight* inconvenience insurance cover will cease after a maximum period of **14 consecutive days** following the time *your journey* starts, or when *you* return to *your* home, whichever is the earlier.

Age Limit – This *interstate flight* inconvenience insurance cover is available to current **Jetstar Platinum MasterCard® cardholders** who are under 90 years of age.

Pre-existing medical conditions – This *interstate flight* inconvenience insurance cover does not provide any benefits for **pre-existing medical conditions**.

Limits of Liability – *Our* liability for each Section of this *interstate flight* inconvenience insurance cover 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 *we* will pay is \$500 per item, set or pair of items up to a maximum of \$1,250 per person.

Excess – *You* will be required to pay the first \$75 for each and every claim arising from any one event made under Section 2 and Section 4 of this *interstate flight* inconvenience insurance cover.

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 Conditions, General Exclusions and those portions of each Section headed 'In addition to the General Exclusions applying to all Sections of the *interstate flight* inconvenience insurance cover, *we* will not pay' in each Section of this *interstate flight* inconvenience insurance cover.

Definitions

Words with a special meaning are shown in this *interstate flight* inconvenience insurance cover in **bold, italic** font.

For the purpose of this *interstate flight* inconvenience insurance cover:

Dependent children – means **your** unmarried children who are

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full time students at an accredited institution of higher learning;

and at the time of an event giving rise to a claim are primarily dependent upon **you** for maintenance and support and who travel with **you** on the **journey**.

A child who is physically or mentally incapable of self-support upon attaining age 19 may be continued to be covered under this policy while remaining incapacitated and unmarried and who travels with **you** on the **journey**.

Family(ies) – means **your spouse** and **your dependent children** who are travelling with **you**.

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.

Injury – means a physical **injury**, caused by a violent, external and visible means, which occurs fortuitously whilst this *interstate flight* inconvenience insurance cover 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 this *interstate flight* inconvenience insurance cover within 12 calendar months of the date of its occurrence.

Interstate flight means travel on a registered scheduled services airline (but not charter trips) to any Australian state or territory from any Australian state or territory.

Macquarie – means Macquarie Bank Limited ABN 46 008 583 542.

Jetstar Platinum MasterCard® – means a current and valid Platinum Jetstar branded credit card issued by **Macquarie** in connection with a **Jetstar Platinum MasterCard** account (and includes a card issued to an additional **Macquarie** cardholder on such an account).

Jetstar Platinum MasterCard cardholder – means a permanent resident of Australia to whom **Macquarie** has issued a **Jetstar Platinum MasterCard** and includes the primary cardholder and any additional cardholder to whom a **Jetstar Platinum MasterCard** has been issued for use on a **Jetstar Platinum MasterCard** account.

Period of journey, Journey – means the interstate travel **you** are undertaking and the shorter period commencing from the time **you** leave **your** place of residence in Australia to travel directly to the airport from where **you** are catching **your interstate flight**, until:

- 1 the time **you** return to **your** place of residence in Australia, or
- 2 the expiry of 14 consecutive days following the time that **you** leave **your** place of residence in Australia to travel interstate. The maximum duration of coverage is 14 consecutive days.

Pre-existing medical condition – means any medical or dental condition of **yours**, **your** travelling companion, **relative** or any other person that may cause **you** to claim, which in the 30 days before **you** have activated **your** cover in accordance with the Cover Activation Criteria as stated in page 52:

- required treatment, investigation (whether or not a diagnosis has been made), medication or advice from a doctor, chiropractor, physiotherapist, naturopath, psychiatrist, psychologist; or
- **you** were aware of, or could be expected to have been aware of, that may lead to a claim under this cover.

It also means a chronic or on-going medical or dental condition.

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.

Relative – means **your spouse**, parent, parent-in-law, grandparent, step-parent, uncle, aunt, sister, sister-in-law, brother, brother-in-law, daughter, step-daughter, daughter-in-law, son, step-son, son-in-law, grandchild, guardian, fiancé, fiancée, half-brother, half-sister, niece or nephew all resident in Australia and New Zealand at the time **you** activated **your** cover in accordance with the Cover Activation Criteria as stated in page 52.

Spouse – means **your spouse** or de facto partner of either sex, with whom **you** have continuously cohabited for a period of three (3) consecutive months or more and who travels with **you** on the **journey**.

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.

Unaccompanied – means, in relation to luggage, personal effects or travel documents: Sent or left somewhere else by **you** so that they are not travelling with **you** on **your journey**.

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.

We, our, us – means American Home Assurance Company ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis "Chartis".

You and your – means a **Jetstar Platinum MasterCard® cardholder** and includes **family** members.

General Conditions

General – At the commencement of the period of insurance, **you** must be medically fit to travel and do not and could not reasonably know of any reason why **your journey** may need to be cancelled or disrupted.

Australian Law – This **interstate flight** inconvenience insurance cover shall be interpreted in accordance with the law of the State or Territory in Australia in which the **Jetstar Platinum MasterCard® cardholder** resides and be subject to the jurisdiction of the courts of that State or Territory in Australia.

Commencement of Cover – Cancellation/Amendment benefit (Section 4) under this **interstate flight** inconvenience insurance cover starts from the date **you** activated **your** cover in accordance with the criteria as listed on page 52.

All other benefits under this **interstate flight** inconvenience insurance cover starts from the time **you** leave **your** home in Australia to travel directly to the airport from where **you** are catching **your interstate flight**.

Cancellation of Cover – American Home Assurance Company and Macquarie Bank Limited may agree to terminate this **interstate flight** inconvenience insurance cover at any time. Macquarie Bank Limited will notify the **Jetstar Platinum MasterCard cardholders** on or before the date of such termination. It is the responsibility of the **Jetstar Platinum MasterCard cardholder** to ensure that this **interstate flight** inconvenience insurance cover is activated in accordance with the Cover Activation Criteria as stated on page 52.

Claim against you – **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 operation to negotiate settlement of, or defend the claims in **your** name. **You** must assist **us** even after **we** have paid **your** claim if **we** want to defend **you** against an allegation. This could include attending court to give evidence.

Subrogation

- If **you** can claim from anyone else and **we** also pay **you**, then **you** must refund **us** the amount **we** paid if they pay **you**. **You** cannot claim from both **us** and someone else unless **we** are only making up the difference.
- **You** must assist **us** even after **we** have paid **your** claim if **we** want to recover the amount of any payment from anyone who caused **you** to suffer loss or damage. This could include attending court to give evidence.
- **You** must not start any legal action for recovery of amounts the subject of a claim before telling **us**.

Fraudulent Claims – if any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or any one acting on **your** behalf to obtain any benefit under this **interstate flight** inconvenience insurance cover then any amount payable in respect of such claim shall be forfeited.

Other Insurance – No benefit will be provided under this **interstate flight** inconvenience insurance cover 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 **interstate flight** inconvenience insurance cover, where permissible under Law.

General Exclusions

We will not pay claims for, or which are directly or indirectly caused by, any of the following:

1. **War**, civil war, invasion, insurrection, revolution, use of or threatened 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 paid for **your** travel and accommodation and **your interstate flight** inconvenience insurance cover was in force prior to the riot or civil commotion.
5. Any **terrorist act(s)** or any loss arising out of the intentional use of military force or other intervention by a government or official authority to intercept, prevent or mitigate any known or suspected **terrorist act**.
6. Any professional sporting activities.
7. Parachuting, BASE jumping, sky diving or travel in any other air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. This does not apply to hot air ballooning or parasailing.
8. (a) Racing (other than on foot),
(b) mountaineering involving use of ropes or guides, rock-climbing,
(c) underwater activities involving use of underwater breathing apparatus (unless you hold an open water diving certificate or are diving with a qualified instructor),
(d) motor cycling outside Australia (unless **you** are riding a motorcycle 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),
(e) hunting.
9. Deliberate exposure to exceptional danger unless in an attempt to preserve life, **your** own or others.
10. **Your** suicide, attempted suicide or intentional self-inflicted injury.
11. **Your** or any other person's psychological or psychiatric condition.
12. **Your** or any other person's nervous disorder, anxiety disorder, depression or stress related disorders.
13. Sexually transmitted disease of any sort, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Relating Complex (ARC) or Human Immunodeficiency Virus (HIV).
14. **You** having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of any drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.

15. **Your** or any other person's **pre-existing medical condition(s)**.
16. **Your** or any other person's pregnancy or childbirth (except for unexpected medical complication or emergency when **you** are no more than 26 weeks pregnant at the time it occurs).
17. You travelling against medical advice or when **you** ought reasonably to know that **you** are unfit to do so.
18. Any potentially fatal condition which has been diagnosed or any condition for which **you** are travelling to seek medical or other treatment.
19. **You** engaging in any illegal conduct or criminal act.
20. Confiscation or destruction of any property by customs or any other authorities.
21. 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.
22. 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.
23. Any failure by **you** to take a precaution to avoid a claim after there was warning in the mass media.
24. Any consequential loss including loss of enjoyment or any financial loss not specifically included in this **interstate flight** inconvenience insurance cover.
25. A change of plans because **you** or **your** travelling companion change **your** mind and decide not to proceed with your original **journey**.
26. Any losses incurred if **you** have not met the Cover Activation Criteria in the "Important matters you should know about" Section.
27. Any incident occurring outside Australia.

TYPE OF COVER

SECTION 1: Flight Delays

Please note that there is no Excess applicable under this Section.

1.1 Flight delayed by four hours or more

If **your** intended **interstate flight** is delayed by four hours or more and no alternative transport is made available, **we** will pay up to \$40 per person for meals and refreshments up to a maximum of \$120 for **families**.

1.2 12 Hour luggage delay

If following an **interstate flight**, **your** luggage containing clothes and toiletries is delayed in getting to **you** for over 12 hours, **we** will pay up to \$75 per person for essential clothing and toiletries, up to a maximum of \$250 for **families**.

SECTION 2: Luggage

Please note an Excess of \$75 applies to each and every claim arising from the same event made under this Section.

We will pay:

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 up to a value of \$500 for each item, set or pair of items to a maximum of \$1,250 in total per person.

In addition to the General Exclusions applying to all Sections of this interstate flight inconvenience insurance cover, we will not pay under this Section for:

1. Damage or loss arising from electrical or mechanical breakdown of any items.
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 effect or travel documents left in an unlocked and **unattended** vehicle or building.
6. **Unaccompanied** luggage, personal effects or travel documents.
7. Luggage, 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 while 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: Funeral expenses as a result of accidental death

Please note that there is no Excess applicable under this Section.

If whilst on **your journey**, **you** die as a result of an **injury**, **we** will pay for **your** funeral expenses up to \$2,500 per person up to a maximum of \$5,000 for **families**.

By funeral expenses **we** mean:–

- the reasonable costs of returning **your** remains or ashes to **your** home town/city in Australia; and
- the reasonable cost of **your** burial or cremation.

In addition to the General Exclusions applying to all Sections of this **interstate flight inconvenience insurance cover**, **we** will not pay under this Section for Funeral expenses as a result of death:

1. by suicide and intentional self-inflicted injury
2. caused by sickness or disease.

SECTION 4: Cancellation/Amendment of *interstate flight arrangements*

Please note an Excess of \$75 applies to each and every claim arising from the same event made under this Section.

We will pay:

- 4.1 For the non-refundable unused portion of **your** prepaid return **interstate flight** fares, to a maximum \$1,750 per person, if travel arrangements **you** have paid for are cancelled; or
- 4.2 For the reasonable costs of re-scheduling **your journey** if **you** are unable to travel on **your** original date (The amount **we** will pay **you** will not be more than the amount **we** would have paid for **your** cancellation fees under Section 4.1 above) due to any of the following reasons.
 - (a) **You**, **your** travelling companion or **your relative** unexpectedly:
 - dies;
 - is seriously injured; or
 - becomes seriously ill.

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 expenses involved are reasonable in amount and reasonably necessary.
 - (b) **Your** normal residence in Australia is totally destroyed but not as a result of a **terrorist act**;
 - (c) **You** are quarantined;
 - (d) **You** are subpoenaed to attend court in Australia;
 - (e) **Your** arranged travel is cancelled or delayed by the carrier because of unexpected natural disasters;
 - (f) **You** are unexpectedly retrenched. This does not include voluntary retrenchment/redundancy.

In addition to the General Exclusions applying to all Sections of this **interstate flight inconvenience insurance cover**, **we** will not pay for:

1. Cancellation or Amendment of any **interstate flight** arrangement which is related to **your** business or employment.

SECTION 5: *Rental vehicle excess cover*

Please note that there is no Excess applicable under this Section.

Additional Definition:

For the purpose of this Section, the following word has a special meaning and is shown in this Section in **bold, italic** font.

Rental vehicle means a passenger-class hatchback, sedan, station wagon or four-wheel-drive vehicle rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying **you** and **your** travelling companions on public roadways. It shall not include any other type of vehicle or vehicle use.

Description of cover:

We will reimburse you up to \$1,250 per **journey** 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.

Conditions:

- 1 The **rental vehicle** must be rented from a licensed rental agency.
- 2 The hiring arrangement must incorporate comprehensive motor insurance against loss or damage to the **rental vehicle**.
- 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 Exclusions applying to all Sections of this **interstate flight inconvenience insurance cover**,

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
- 2 For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
3. For loss or damage which occurs beyond the limits of any public roadways or on any roadways inaccessible to two-wheel drive cars.
4. For loss or damage arising from operation of a campervan, caravan or any vehicle that requires a license other than a car license (irrespective of whether **you** hold such a license).

What to do in the event of a claim

- 1 All claims should be advised to **us** within 30 days after the completion of **your 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. **You** will be requested to provide proof that **you** have satisfied the Cover Activation Criteria on page 52 and that **you** have met all the terms and conditions under this cover.
4. All losses of luggage must be reported to the local authority within 24 hours and a written acknowledgment obtained.
5. 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.
6. For claims enquiries please call **1800 056 008**.

Please note: you can lodge a claim online or download a Travel Insurance claim form from www.chartisinsurance.com.au and click on the claims tab.

3. JETSTAR PLATINUM MASTERCARD® TRANSPORT ACCIDENT INSURANCE COVER

For the purpose of this transport accident insurance cover:

Australia does not include Norfolk Island, Lord Howe Island, Cocos Islands or Christmas Island.

Transport accident insurance cover is a benefit offered to **Jetstar Platinum MasterCard cardholders**. This cover provides specified accidental death and injury benefit for **Jetstar Platinum MasterCard cardholders** who sustain an **injury** while riding as a passenger in (not as a pilot, driver or crewmember), or boarding or alighting from a **conveyance** as outlined in this transport accident insurance cover.

In certain circumstances the benefits also extend to the **Jetstar Platinum MasterCard cardholder's spouse** and dependent children, provided they are travelling with the **Jetstar Platinum MasterCard cardholder**.

Cover Activation Criteria

Your cover under Jetstar Platinum MasterCard Transport Accident Insurance is deemed to have been activated if:

- you are a current **Jetstar Platinum MasterCard cardholder**; and
- prior to the commencement of **your journey**, **you** have paid 100% of **your conveyance** costs (plane, tourist bus, train or ferry tickets) including charges, fees and/or taxes with **your Jetstar Platinum MasterCard** account.

Please note: In the event of a claim, **you** will be required to provide documentation to support that **you** have satisfied the Cover Activation Criteria.

Definitions

Words with a special meaning are shown in this transport accident insurance cover in **bold, italic** font.

For the purposes of this transport accident insurance cover:

Accident – means any sudden and unexpected physical force, which occurs on a **journey** and causes an **injury** that is described in the “Schedule of Benefits”.

Conveyance – means licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire.

Dependent children – means **your** unmarried children who are

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full time students at an accredited institution of higher learning;

and at the time of an event giving rise to a claim are primarily dependent upon **you** for maintenance and support and who travel with **you** on the **journey**.

A child who is physically or mentally incapable of self-support upon attaining age 19 may be continued to be covered under this policy while remaining incapacitated and unmarried and who travels with **you** on the **journey**.

Injury/injured – means loss of life or bodily injury (but not an illness or sickness),

- (a) caused by an **accident** whilst this transport accident insurance cover is in force, and

(b) resulting independently of any other cause.

Furthermore **injury** as used with reference to hand or foot means complete severance through or above (i) the wrist in relation to hand(s), or (ii) the ankle joint in relation to foot/feet. When used with reference to an eye, **injury** means irrecoverable loss of the entire sight thereof.

Journey – means

- (a) A trip by the **Jetstar Platinum MasterCard® cardholder** as a paying passenger (not as a pilot, driver, or crew member) in a **conveyance**. Provided that before boarding a **conveyance**, 100% of the **conveyance** cost was charged to the **Jetstar Platinum MasterCard** account, and
- (b) A trip by the **spouse** and/or **dependent child** as paying passengers (not as a pilot, driver, or crew member) in a **conveyance**. Provided that before boarding a **conveyance**, 100% of the **conveyance** cost was charged to the **Jetstar Platinum MasterCard cardholder's** card account and they are accompanying the **Jetstar Platinum MasterCard cardholder** who is on a **journey**.

Macquarie – means Macquarie Bank Limited ABN 46 008 583 542

Jetstar Platinum MasterCard – means a current and valid Platinum Jetstar branded credit card issued by **Macquarie** in connection with a **Jetstar Platinum MasterCard** account (and includes a card issued to an additional **Macquarie** cardholder on such an account).

Jetstar Platinum MasterCard cardholder – means a permanent resident of Australia to whom **Macquarie** has issued a **Jetstar Platinum MasterCard** and includes the primary cardholder and any additional cardholder to whom a **Jetstar Platinum MasterCard** has been issued for use on a **Jetstar Platinum MasterCard** account.

Spouse – means **your** spouse or de facto partner of either sex, with whom **you** have continuously cohabited for a period of three (3) consecutive months or more and who travels with **you** on the **journey**.

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 act(s)**. Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

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.

We, our, us – means American Home Assurance Company ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis "Chartis".

You and your – means a **Jetstar Platinum MasterCard cardholder** and includes **family** members.

Terms and Conditions

The benefits listed under the Schedule of Benefits will be paid if the **Jetstar Platinum MasterCard® cardholder, spouse** or **dependent child** suffered a loss as a result of an **injury** suffered under the circumstances specified under clauses 1, 2, 3 or 4 below:

1. The **injury** is sustained on a **journey** while riding as a paying passenger (not as a pilot, driver or crew member) or boarding or alighting from a **conveyance**.
2. The **injury** is sustained while riding as a passenger in (not as a pilot, driver or crew member), or boarding, or alighting from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire, provided the **Jetstar Platinum MasterCard cardholder, spouse** or **dependent child** is travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following the scheduled **journey**.
3. When, by reason of an accident occurring under clause 1 or 2 above, a **Jetstar Platinum MasterCard cardholder, spouse, or dependent child** is unavoidably exposed to the elements and, as a result of such exposure, suffers an **injury** for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this transport accident insurance cover.
4. If the body of the **Jetstar Platinum MasterCard cardholder, spouse** or dependent child has not been found within one year of the date of his/her disappearance arising out of an **accident** which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the **Jetstar Platinum MasterCard cardholder, spouse** or **dependent child** suffered loss of life as a result of **injury** at the time of his/her disappearance.

A benefit payable under the transport accident insurance cover will be paid to the **injured Jetstar Platinum MasterCard cardholder** or **spouse** or, in the event of their death the benefit will be paid to their estate. In the event of an **injury** to a **dependent child** the benefit will be paid to the **Jetstar Platinum MasterCard cardholder** whom the **dependent child** was travelling with on his/her **journey**.

General Exclusions

We will not pay claims for, or which are directly or indirectly caused by, any of the following:

1. **War**, civil war, invasion, insurrection, revolution, use of or threatened 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** transport accident insurance cover was in force prior to the riot or civil commotion.

5. Any **terrorist act(s)**.
6. The intentional use of military force or other intervention by a government or official authority to intercept, prevent or mitigate any known or suspected **terrorist act**.
7. **You** or any other person's suicide, attempted suicide or intentional self-inflicted injury.
8. **You** being under the influence of any alcohol or drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.
9. **You** engaging in any illegal conduct or criminal act.
10. Any loss as a result of **you** being a pilot, driver or crew member in a **conveyance**.
11. Any failure by **you** to take a precaution to avoid a claim after there was warning in the mass media.
12. Any losses incurred if **you** have not met the Cover Activation Criteria in the "Important matters you should know about" Section.

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 opposite the said **injury**.

If more than one **injury** results from one accident, only the Benefit Amount for the greater **injury** will be paid.

Injury	Benefit Amount
Loss of life	\$500,000*
Loss of both hands or both feet	\$250,000
Loss of one hand and one foot	\$250,000
Loss of the entire sight of both eyes	\$250,000
Loss of the entire sight of one eye and one hand or foot	\$250,000
Loss of one hand or one foot	\$125,000
Loss of the entire sight of one eye	\$125,000

* The maximum Loss of Life compensation payable for a **dependent child** is \$20,000.

Limits on what **we** pay

The most **we** will pay in claims under this transport accident insurance cover, resulting from one **accident** is \$4,000,000 regardless of the number of **Jetstar Platinum MasterCard® cardholders, spouses** and/or **dependent children** who were **injured** in the **accident**.

This means that if as a result of one incident a number of **Jetstar Platinum MasterCard cardholders, spouses** and/or **dependent children** were **injured**, **we** will pay each on a proportional basis (using the above schedule) up to a total of \$4,000,000. Therefore, if for example five (5) **Jetstar Platinum MasterCard cardholders** lost their lives in the same incident, **we** would pay \$800,000 to each of their legal representatives.

What to do in the event of a claim

1. All claims should be advised to **us** within 90 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, or certified translations at **your** own expense and co-operate with **us** at all times.
3. **You** will be requested to provide proof that **you** have satisfied the Cover Activation Criteria on page 63 and that **you** have met all the terms and conditions under this cover.
4. For claims enquiries please call **1800 056 008**.

Please note: you can lodge a claim online or download a Travel Insurance claim form from www.chartisinsurance.com.au and click on the Claims tab.

4. JETSTAR PLATINUM MASTERCARD® EXTENDED WARRANTY INSURANCE COVER

For the purpose of this extended warranty insurance cover:

Australia does not include Norfolk Island, Lord Howe Island, Cocos Islands or Christmas Island.

The following outlines the terms and conditions of **your** extended warranty insurance cover. Read it and keep it handy, should **you** need to make a claim in the future.

It is the responsibility of the **Jetstar Platinum MasterCard cardholder** to ensure the extended warranty insurance cover is current at the time a **Jetstar Platinum MasterCard** account is used to purchase a **covered product**.

Definitions

Words with a special meaning are shown in this extended warranty insurance cover in **bold, italic** font.

For the purpose of this extended warranty insurance cover:

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

Cover term – means the period agreed to between **Macquarie** and **us**.

Coverage – means the insurance **coverage** provided under the extended warranty insurance cover.

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 **cover term** that has an **original warranty** of at least six (6) months and no greater than five (5) years and which is paid for in full by a **Jetstar Platinum MasterCard cardholder** with a **Jetstar Platinum MasterCard** account.

Extended warranty period – means:

- 1 Where the **original warranty** is between 12 months and 5 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 extended warranty insurance cover.

Macquarie – means Macquarie Bank Limited ABN 46 008 583 542

Jetstar Platinum MasterCard – means a current and valid Platinum Jetstar branded credit card issued by **Macquarie** in connection with a **Jetstar Platinum MasterCard** account (and includes a card issued to an additional **Macquarie** cardholder on such an account).

Jetstar Platinum MasterCard cardholder – means a permanent resident of Australia to whom **Macquarie** has issued a **Jetstar Platinum MasterCard** and includes the primary cardholder and any additional cardholder to whom a **Jetstar Platinum MasterCard** has been issued for use on a **Jetstar Platinum MasterCard** account.

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 (5) years.

Repair agent – means a dealer or independent service centre authorised by **us** to perform assessment and/or repairs of **covered products**.

We, our, us – means American Home Assurance Company ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis "Chartis".

You and your – means a **Jetstar Platinum MasterCard® cardholder**.

Description of Cover

Subject to Clauses 2, 3 and 4, Jetstar Platinum MasterCard 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 5 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 **Jetstar Platinum MasterCard** account.

General Exclusions

We shall not be liable under this extended warranty insurance cover 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 1974 (or any replacement legislation) or where the **Jetstar Platinum MasterCard 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.

Limits of Liability

- 3.1 The maximum limit of liability available under this extended warranty insurance cover is AUS\$10,000 per annum per **Jetstar Platinum MasterCard® cardholder** in respect of any one **covered product**;
- 3.2 The **Jetstar Platinum MasterCard cardholder** cannot receive more than the purchase price of the **covered product** recorded in the **Jetstar Platinum MasterCard** receipt;
- 3.3 Where a **covered product** is part of a pair or set, the **Jetstar Platinum MasterCard 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 **We**, at **our** 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 extended warranty insurance cover by notifying the **Jetstar Platinum MasterCard cardholder** of its intention to do so within seven (7) **business days** following receipt of the required claim form.

Claims Procedures

- 4.1 The **Jetstar Platinum MasterCard cardholder** must maintain and forward when requested copies of all relevant receipts and other documents requested by us or designated claims administrator in order to process a valid claim;
- 4.2 The **Jetstar Platinum MasterCard cardholder** must notify us, 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 **us** within twenty (20) calendar days may result in denial of the claim;
- 4.3 In addition to sub-clause 4.2, the **Jetstar Platinum MasterCard cardholder** must, within thirty (30) calendar days from the date of notification of a **covered breakdown** complete, sign and return a claim report to **us**, Extended Warranty Claims Department at 549 St Kilda Road, Melbourne Victoria 3004;
- 4.4 The claim report completed by the **Jetstar Platinum MasterCard cardholder** must include the original **Jetstar Platinum MasterCard** receipt evidencing payment for the **covered product** with the **Jetstar Platinum MasterCard**, and a copy of the **original warranty** terms and conditions;
- 4.5 Prior to proceeding with any repair services, the **Jetstar Platinum MasterCard cardholder** must notify and obtain approval from **us**.

Subrogation

- 5.1 Following **our** payment of a **Jetstar Platinum MasterCard cardholder** claim in respect of a **covered breakdown**, **we** shall be subrogated to the extent of that payment, to all the rights and remedies of the **Jetstar Platinum MasterCard cardholder** against any party in respect of the loss, and shall be entitled at its own expense to sue in the name of the **Jetstar Platinum MasterCard cardholder**;

5.2 The *Jetstar Platinum MasterCard® cardholder* must give us all such assistance as *we* may reasonably require to secure *our* rights and remedies including the execution of all documents necessary to enable *us* to bring suit in the name of the *Jetstar Platinum MasterCard cardholder*.

Benefit

Jetstar Platinum MasterCard cardholder only

The *coverage* extends only to *Jetstar Platinum MasterCard cardholders*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits of this extended warranty insurance cover. *Jetstar Platinum MasterCard cardholders* cannot assign their benefits without *our* prior written approval.

Due Diligence

The *Jetstar Platinum MasterCard cardholder* must use due diligence and do all things reasonably practicable to avoid a *covered breakdown* occurring in respect of a *covered product*. *We* will not unreasonably apply this provision to avoid claims under this extended warranty insurance cover.

False or Fraudulent Claims

If a *Jetstar Platinum MasterCard cardholder* makes any claim knowing it to be false or fraudulent in any respect, that *Jetstar Platinum MasterCard cardholder* will no longer be entitled to the benefits under this extended warranty insurance cover or to the payment of any claim made under this extended warranty insurance cover.

5. JETSTAR PLATINUM MASTERCARD® PURCHASE PROTECTION INSURANCE COVER

For the purpose of this purchase protection insurance cover:

Australia does not include Norfolk Island, Lord Howe Island, Cocos Islands or Christmas Island.

Purchase protection insurance cover, a feature of *your Jetstar Platinum MasterCard* is 90 days of insurance against loss, theft or accidental damage to new items *you* purchase with *your Jetstar Platinum MasterCard* account.

This purchase protection insurance cover is provided at no additional cost.

The following outlines the terms and conditions of purchase protection insurance cover.

Please read it and keep it handy, should *you* need to make a claim in the future.

Definitions:

Words with a special meaning are shown in this purchase protection insurance cover in **bold**, *italic* font.

For the purpose of this purchase protection insurance cover:

Macquarie – means Macquarie Bank Limited ABN 46 008 583 542

Jetstar Platinum MasterCard – means a current and valid Platinum Jetstar branded credit card issued by **Macquarie** in connection with a **Jetstar Platinum MasterCard** account (and includes a card issued to an additional **Macquarie** cardholder on such an account).

Jetstar Platinum MasterCard cardholder – means a permanent resident of Australia to whom **Macquarie** has issued a **Jetstar Platinum MasterCard** and includes the primary cardholder and any additional cardholder to whom a **Jetstar Platinum MasterCard** has been issued for use on a **Jetstar Platinum MasterCard** account.

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.

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.

We, our, us – means American Home Assurance Company ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis “Chartis”.

You and your – means a **Jetstar Platinum MasterCard cardholder**.

Description of Cover

- 1 Purchase protection insurance cover provides automatic insurance protection for brand new retail items of personal property which are paid for by a **Jetstar Platinum MasterCard® cardholder** in full with a **Jetstar Platinum MasterCard** prior to the loss or damage, subject to the Terms, Conditions and Exclusions of this purchase protection insurance cover.
- 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 **Our** liability shall not exceed:
 - (a) in respect of a single claim, the actual purchase price of the goods which is paid for using a **Jetstar Platinum MasterCard** provided that no payment shall exceed \$2,500 for any item;
 - (b) in respect of all claims in any 12 month period, payments to any **Jetstar Platinum MasterCard cardholder** shall, in aggregate, not exceed \$50,000.
- 4 Where the insured item is part of a pair or set, the **Jetstar Platinum MasterCard 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 **We**, may, at **our** discretion, 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 purchase protection insurance cover. Payment to the **Jetstar Platinum MasterCard cardholder** for replacement or reinstatement of the goods will mean that the original damaged goods (whether in part or whole) become **our** property.
- 6 **We** will only pay an amount in excess of any insurance cover to which the **Jetstar Platinum MasterCard cardholder** is entitled to claim under any other cover of insurance as a result of loss, theft of or damage to the goods.

General Exclusions

- 1 **We** shall not be liable to pay any claim under this purchase protection insurance cover 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 of any property 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 including but not limited to loss of profits or punitive damages;

- damage or loss which is insured under another cover or which would be insured under another cover but for the application of an excess or a limit under the other policy.
 - laundering of the product whether by washing, ironing or dry cleaning;
 - non-receipt of any goods or damage while the goods are being transported under a freight agreement, or by postal or courier services.
 - loss or theft of any goods or damage occurring while the goods are being transported under a freight agreement, or by postal or courier services.
 - goods being left **unattended** in a **public place**, or in an unlocked motor vehicle, or in an **unattended** motor vehicle overnight.
- 2 **We** shall not be liable to pay any claim under this purchase protection insurance cover for theft or loss of or damage to:
 - jewellery and watches from baggage unless hand carried and under the personal supervision of the **Jetstar Platinum MasterCard® cardholder** or the **Jetstar Platinum MasterCard 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 the purpose of re-supply or re-sale;
 - goods purchased for use in a commercial or professional setting including items such as tools of trade or profession;
 - goods which will or have become landlord's fixtures and fittings real estate and fixed or movable fixtures or fittings which are intended to or have formed part of any real estate;
 - sporting equipment while being used;
 - second-hand items including antiques.
 - mobile phones if the phone is incorporated in a plan or any other contractual arrangements.
 - 3 **We** shall not pay any claim under this purchase protection insurance cover when such theft, loss or damage is procured by, at the instigation of, or deliberately caused by the **Jetstar Platinum MasterCard cardholder**.

General Conditions

- 1 The **Jetstar Platinum MasterCard cardholder** must take all reasonable care to protect and maintain the goods insured under this purchase protection insurance cover against loss, theft or damage.
- 2 The interest of the **Jetstar Platinum MasterCard cardholder** under this purchase protection insurance cover may not be assigned or transferred in any way without our prior written consent.
- 3 Cover under this purchase protection insurance cover is extended to any person who by way of a gift receives any goods purchased by the **Jetstar Platinum MasterCard cardholders**, subject to the terms, conditions and exclusions of this purchase protection insurance cover.

Claims

In the event of loss or damage to goods giving rise to a claim under this purchase protection insurance cover, the **Jetstar Platinum MasterCard® cardholder** must:

- notify **us** on **1800 633 676** to obtain a claims form and instructions no later than 15 consecutive days from the date of loss. Loss Reports must be completed and returned within 30 consecutive 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 reasonably required by **us**;
- disclose to **us** the details of any other insurance cover under which the **Jetstar Platinum MasterCard cardholder** is entitled to claim and the **Jetstar Platinum MasterCard cardholder** must first make a claim under that insurance;
- retain damaged property for inspection by **us** or **our** representative;
- give to **us** all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which **we** shall or would become entitled or subrogated upon **us** making payment or making good any loss or damage under this purchase protection insurance cover;
- give immediate written notice to the police of goods lost or stolen or wilfully damaged and obtain a police report and/or crime number.

The Code of Practice

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:
The Compliance Manager
Chartis
549 St Kilda Road, Melbourne
VICTORIA 3004
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee (“Committee”). We will respond to You with the Committee’s findings within 15 working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service

Phone: 1300 78 08 08 (local call fee applies)

Email: info@fos.org.au

Internet: www.fos.org.au

GPO Box 3, Melbourne, VIC 3001

Privacy Consent and Disclosure

American Home Assurance Company (“AHAC”) trading in Australia as Chartis (“Chartis”) is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer **your** insurance cover, to maintain and to improve customer service and to advise **you** of **our** products. **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 Chartis 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:

- (i) the entity to which AHAC is related (whether in Australia or overseas), contractors or third party providers providing services related to the administration of **your** Policy.
- (ii) banks and financial institutions for the purpose of processing **your** application and obtaining Policy payments.
- (iii) assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- (iv) **our** assistance provider who will record all calls to the assistance service provided under **your** Policy for quality assurance training and verification purposes.
- (v) enable **us** to advise **you** of **our** insurance products or services.

In some circumstances Chartis 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 submitting a written request to Chartis.

In some circumstances, Chartis may not permit 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.

Complaints

Chartis has also established an internal dispute resolution process for handling customer complaints.

If **you** feel **you** have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or **you** wish to gain access to the information, **you** may write to

The Privacy Manager

Chartis

549 St Kilda Road, Melbourne

VICTORIA 3004

or e-mail australia.privacy.manager@chartisinsurance.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 Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should **your** complaint not be resolved by Chartis' internal dispute resolution process, **You** may apply to the Privacy Commissioner for review of the determination.

Contact Card Services:



Phone: 1300 150 100



Online: www.jetstar.com/cards



Post: Card Services
PO Box 3665
RHODES NSW 2138