

# **MYER**

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## **MYER CREDIT CARD INSURANCE TERMS AND CONDITIONS**

**EFFECTIVE FROM 19 DECEMBER 2018**

THIS BOOKLET CONTAINS IMPORTANT INFORMATION ABOUT MYER CREDIT CARD INSURANCE AND SHOULD BE READ CAREFULLY AND STORED IN A SAFE PLACE.

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Importantly, “We”, “Us” and “Our” in this section refers to the insurer Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) of Level 38, 225 George Street, Sydney NSW 2000 (**Chubb**), and not Macquarie Bank, the issuer of Your card.

We recommend that You take this with You when You travel.

Please note that amounts quoted are in Australian dollars.

# Important information about the covers

These Terms and Conditions set out important information about the insurance available to Cardmembers. The Terms and Conditions explain the nature of the arrangements and their relevant benefits and risks.

Macquarie Bank Limited ABN: 46 008 583 542, AFSL No. 237502 of 1 Shelley Street, Sydney, NSW 2000 (**Macquarie Bank**) is the insured under a master policy (the Master Policy).

The Myer Credit Card policy number is 01PN529937

This Master Policy may be accessed by Cardmembers. The Master Policy is underwritten by the insurer Chubb Insurance Australia Limited.

## Chubb can be contacted as follows:

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<b>Address</b>	Level 38, 225 George Street SYDNEY NSW 2000
<b>Postal Address</b>	GPO Box 4065 SYDNEY NSW 2001
<b>Telephone</b>	1300 791 804
<b>Facsimile</b>	+61 2 9335 3467
<b>Email</b>	<u><a href="mailto:CustomerService.AUNZ@chubb.com">CustomerService.AUNZ@chubb.com</a></u>
<b>Claim lodgement</b>	<u><a href="mailto:A&amp;HClaims.AU@chubb.com">A&amp;HClaims.AU@chubb.com</a></u>

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Under the Master Policy entered into between Macquarie Bank and Chubb You get automatic access to the benefits detailed in these Terms and Conditions provided by Chubb as the insurer. You are not charged by Chubb for these benefits and can access the relevant benefits if You are a Cardmember.

Access to cover is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth). You do not enter into an agreement with Chubb and Chubb does not hold anything on trust for You under this Master Policy. Macquarie Bank is not the insurer, does not guarantee or hold this right on trust for You, does not act on Chubb's or Your behalf and is not authorised to and makes no recommendation in relation to these insurances. Neither Macquarie Bank nor any of its related corporations are Authorised Representatives (under the *Corporations Act 2001* (Cth) of Chubb or any of its related companies. Macquarie Bank has no responsibility or liability to You in relation to any insurance claims.

Chubb or Macquarie Bank may vary, terminate or not renew the Master Policy where permitted by law and Your consent may not be required in each case. Macquarie Bank will notify You of any variation, termination or non-renewal of the policies. Variation, termination or non-renewal does not affect Your rights arising before these events occurred.

No advice is provided by Chubb or Macquarie Bank on whether this insurance is appropriate for Your needs, financial situation or objectives. You are not obliged to accept any of the benefits of the cover applicable to Your Myer Credit Card. However, if You wish to make a claim under the appropriate cover provided in this section, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document.

**PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT IN A SAFE PLACE.**

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

These Terms and Conditions were prepared on 19 December 2018.

## **OTHER INSURANCE**

The insurance cover described in this document is provided for Your benefit under the Master Policy entered into between Chubb and Macquarie Bank. If You are entitled to receive a benefit or make a claim under another policy (for example a comprehensive Accident and Sickness or Unemployment policy) in respect of the same loss as Your claim under this Master Policy, then Chubb is not liable to provide indemnity under this Master Policy until the amount of any indemnity under the other policy is exhausted. Therefore, any insurance cover under this Master Policy in respect of the same loss shall only be excess insurance cover over and above the applicable other policy.

## **BENEFITS AND SCOPE OF COVERS**

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply to this Master Policy. By way of summary only, You are, from the time You become a Cardmember until the time access to the benefit terminates, entitled to coverage for:

<b>BENEFITS</b>	<b>MYER CREDIT CARD</b>
Purchase Security Insurance & Wallet Guard	Purchase Security – Up to \$25,000 in any one year, \$2,500 per Eligible Item, subject to \$250 excess.  Wallet Guard – Up to \$500 per covered person, subject to excess of 10% of the claimable value.

This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms and conditions.

## TERMINATION

Cover will terminate at the earlier of the following:

- a. cancellation of Your Myer Credit Card Account; or
- b. termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time.

## CLAIMS

### How do I make a claim under my Policy?

#### **Non-emergency**

Making a claim is quick and easy; in 5 steps You can submit Your claim online by visiting the Chubb Claims Centre [www.chubbclaims.com.au](http://www.chubbclaims.com.au)

#### **What will I need to submit a claim online?**

You (or Your legal representative) will need to provide:

- Your **email address**
- Your **contact information**, which allows Us to give You real-time updates on Your claim status or contact You for additional information
- **supporting documents**. The documents required vary based on claim type, but may include any relevant:
  - receipts or other proof of expenses
  - proof of earnings that are being claimed
  - reports that have been obtained from the police, accommodation provider or Transport Provider (including an airline) about the loss, theft or damage
  - photographs or quotes. Please attach these to Your online submission to expedite assessment
  - additional evidence that We may request to enable Us to assess Your claim.
- **intended payee information**, which allows Us to quickly make approved payments.

#### **When should I notify Chubb of my claim?**

You should advise Us as soon as possible of an occurrence or an Event which could lead to a claim, or within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical.

### **Is depreciation applied to any claimable amount?**

Unless Your Policy states otherwise, We will deduct an amount for depreciation when calculating the amount payable for theft or damage to Your personal effects or wallet. The depreciation rate is determined by Us by taking into consideration factors such as the age of the item and reasonable wear and tear, the value on the second hand market and advances in technology which reflect in the price of the item if You were to purchase it now.

### **Can I claim expenses that I have incurred in obtaining evidence to submit with my claim?**

No, expenses (other than medical examination expenses) incurred by You in obtaining evidence for Us to assess Your claim cannot be claimed as an expense under this Policy. These expenses are payable by You.

### **Do I need to help Chubb make recoveries for any amounts paid under the Policy?**

Yes, You may need to help Us to make recoveries of any amounts that We pay You under Your Policy. We have the right to sue under any other party in Your name to recover money payable or paid under the Policy, or to choose to defend any action brought against You. You must provide reasonable assistance to Us in this regard.

### **How long will it take for my claim to be assessed?**

Once all evidence to support Your claim has been submitted, if We approve Your claim, We will settle Your claim within five (5) business days.

### **If my claim is approved, how long will it take for me to receive payment?**

Once We have approved Your claim, if there is an associated payment due to You, We will issue the payment within five (5) business days.

### **I don't have internet access/an email address to submit my claim online; can I still submit a claim?**

Yes, however this may increase the time taken to assess Your claim. You can call Us on 1300 791 804 to request a claim form to be mailed out to You which can then be mailed back to Us.

## COMPLAINTS AND DISPUTE RESOLUTION

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Please note that if We have resolved Your initial complaint to Your satisfaction by the end of the 5th business day after We have received it, and You have not requested that We provide You a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 – Complaint handling procedure**

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Us at:

#### **The Complaints Officer**

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

Email: [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

Tel: 1800 815 675

The members of Our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

Please note if Your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), We may elect to refer it straight to Stage 2 for review by Our Internal Dispute Resolution team.

### **Stage 2 – Internal dispute resolution procedure**

If You advise Us that You wish to take Your complaint to Stage 2, Your complaint will be reviewed by members of Our internal dispute resolution team, who are independent to Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact Our internal dispute resolution team by phone, fax or post (as below), or email at:

**Internal Dispute Resolution Service**

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

Email: [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Tel: +61 2 9335 3200

Fax: +61 2 9335 3411

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your dispute.

We will keep You informed of the progress of Our review of Your dispute at least every ten (10) business days and will respond to Your dispute in writing within fifteen (15) business days, provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames. If We cannot agree, You may refer Your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

**Stage 3 – External dispute resolution**

If You are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

**Australian Financial Complaints Authority**

GPO Box 3

Melbourne VIC 3001

Tel: 1800 931 678 (free call)

Fax: +61 3 9613 6399

Email: [info@afca.org.au](mailto:info@afca.org.au)

Web: [www.afca.org.au](http://www.afca.org.au)



If You would like to refer Your dispute to AFCA You must do so within 2 years of the date of Our internal dispute determination. AFCA may still consider a dispute lodged after this time if AFCA considers that exceptional circumstances apply.

## **PRIVACY STATEMENT**

Chubb Insurance Australia Limited (Chubb) is committed to protecting Your privacy. This document provides You with an overview of how We handle Your personal information. Our Privacy Policy can be accessed on Our website at [www.chubb.com/au](http://www.chubb.com/au).

### **Personal information handling practices**

#### **Collection, Use and Disclosure**

We collect Your personal information (which may include sensitive information) when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim in order to help Us properly administrate Your insurance proposal, policy or claim.

Personal information may be obtained by Us directly from You or via a third party such as Your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your personal information in this way and We take reasonable steps to ensure that You have been made aware of how We handle Your personal information.

The primary purpose for Our collection and use of Your personal information is to enable Us to provide insurance services to You. Sometimes, We may use Your personal information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You.

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom We or those other Chubb Group entities have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by Us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, We have measures in place to ensure that those parties hold and use that information in accordance with the consent You have

provided and in accordance with Our obligations to You under the Privacy Act 1988 (Cth).

## **Your choices**

In dealing with Us, You agree to Us using and disclosing Your personal information as set out in this statement and Our Privacy Policy. This consent remains valid unless You alter or revoke it by giving written notice to Our Privacy Officer. However, should You choose to withdraw Your consent it is important for You to understand that this may mean We may not be able to provide You or Your organisation with insurance or to respond to any claim.

## **How to contact Us**

If You would like a copy of Your personal information, or to correct or update it, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If You have a complaint or would like more information about how We manage Your personal information, please review Our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## **GENERAL INSURANCE CODE OF PRACTICE**

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## **Financial Claims Scheme**

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

# Activation of insurance

**Important:** In order to be eligible for the complimentary insurance benefits, You must first purchase and pay for the full amount of an Eligible Item with Your Myer Credit Card Account.

## Benefits

### PURCHASE SECURITY INSURANCE AND WALLET GUARD

#### DEFINITIONS UNDER PURCHASE SECURITY INSURANCE AND WALLET GUARD

**Cardmember** means the account holder, including any additional card holder, of a Myer Credit Card Account and who permanently resides in Australia.

**Cash** means coins and bank notes of legal tender.

**Dependent Child/Children** means either:

1. Cardmember's children up to and including the age of nineteen (19) who permanently reside with You, and/or
2. Cardmember's children from the age of nineteen (19) to and including the age of twenty-five (25) who are full-time students attending an accredited institution of higher learning in Australia, and are dependent upon You for their maintenance and support and permanently reside with You when they are not attending the accredited institution of higher learning
3. any Cardmember's child who is physically or mentally incapable of self-support upon attaining age 19 may continue to be included as a Dependent Child under this policy whilst they remain incapacitated and unmarried.

**Eligible Item** means an item that is:

1. purchased solely for personal use; and
2. new and has not been used; and
3. not purchased privately; and
4. the cost of which has been charged to Your Myer Credit Card Account.

but does not include an item that is:

1. acquired for the purpose of re-supply/ re-sale; or
2. acquired for transformation in a business; or
3. purchased in a business name; or
4. business owned or business related articles; or
5. an animal or plant life; or
6. computer software or a non-tangible article; or
7. cash, bullion, negotiable instruments, trading cards, lottery tickets or other gambling related articles, tickets of any description, travellers cheques, or collections such as stamps, coins and cards; or
8. consumable or perishable (including but not limited to food, drugs, fuel or oil); or
9. a boat, automobile, motorboat, airplane or any other motorised vehicle, or their integral parts and installed accessories; or
10. a second-hand article, including antiques; or
11. articles of contraband; or
12. real estate and movable fixtures or fittings (including but not limited to dish washers and fixed air conditioners) which form part of, or are intended to form part of, any home or real estate.

**Home** means Your usual place of residence in Australia.

**Pair** or **Set** means a number of Eligible Items used together, associated as being similar or complimentary.

**Personal Effects** means the personal items contained in Your Wallet.

**Purchase Price** means the amount shown on Your Myer Credit Card Account billing statement.

**Specially Designated List** means names of a person, entities, groups or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

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

- a. that involves the following or preparation for the following:
  - i. use of, or threat of, force or violence; or
  - ii. commission of, or threat of, force or violence; or
  - iii. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- b. when one (i) or both of the following applies:
- i. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - ii. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Theft** means the unlawful and unauthorised taking of property with the intention to permanently deprive the owner of it.

**Valuable Document** means Your passport, visa birth certificate, drivers licence or any other documents belonging to You issued by any governmental, statutory or regulatory authority in Australia.

**Wallet** means a wallet, handbag, purse or briefcase used for carrying Your Personal Effects.

**Wallet Theft** means the act of theft, burglary, robbery, or stealing of Personal Effects, Cash, Valuable Documents, and Wallet from You whilst You are outside Your Home.

**You/Your** means a Cardmember, their Spouse and Dependent Child/Children.

**We/Our/Us** means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).

## COVER

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

### 1. Theft or damage of Eligible Items

Following theft or damage to an Eligible Item within ninety (90) days of purchase, We will repair the Eligible Item or credit Your Myer Credit Card Account with an amount not exceeding the Purchase Price of the Eligible Item.

We will pay up to:

- a. \$2,500 for jewellery, watches, precious metals and gem stones, from any one (i) event
- b. \$2,500 per event only
- c. \$25,000 in any one (i) three hundred and sixty-five (365) day period.

#### **Excess applicable to Purchase Security Insurance**

\$250 per person per claim.

## **2. Theft of Personal Effects, Cash, Valuable Documents and Wallet**

Lump sum payment up to \$500 per covered person to replace Your Personal Effects, Cash, Valuable Documents and Wallet when force or violence is used or threatened to deprive You of Your Personal Effects, Cash, Valuable Documents or Wallet, as a result of Wallet Theft.

### **Excess applicable to Wallet Guard**

10% of the claimable amount will be deducted for each and every claim.

## **TERMS AND CONDITIONS APPLICABLE TO PURCHASE SECURITY COVER AND WALLET GUARD**

1. If an Eligible Item has been partially paid for with Your Myer Credit Card Account, then We will only pay that percentage of the price.
2. Claims made for an Eligible Item belonging to a Pair or Set, will be paid to You up to the full Purchase Price of the Pair or Set, provided the items are not usable individually and cannot be replaced.
3. Eligible Items which are left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft.
4. If You purchase the Eligible Item as a gift for someone else, You may request for Us to pay a valid claim directly to the recipient of the gift.
5. In the event of a claim You must provide Us with copies of invoices and/or receipts relating to the Eligible Item verifying the items were charged to Your Myer Credit Card Account and upon request, You must also provide Us with the damaged Eligible Item or receipt as proof of mailing/shipping.

### **Exclusions under Purchase Security Cover and Wallet Guard**

Cover does **not** extend to any loss caused or contributed to by:

1. damage to Eligible Items physically abused by You
2. stolen Eligible Items not reported to the Police within forty-eight (48) hours of discovery and a written report obtained
3. Eligible Items which are left unattended in a place accessible to the public
4. normal wear and tear to Eligible Items
5. damage to Eligible Items caused by product defects
6. Theft or damage to Eligible Items in an unattended vehicle
7. Theft, or damage to jewellery, watches, precious metals and gemstones in baggage unless carried by hand and under Your personal supervision or under the supervision of a travelling companion previously known to You

8. Theft, or damage to cash, its equivalents, traveller's cheques, tickets or negotiable instruments
9. Theft, or damage to animals, living plants, perishable goods.
10. Theft or damage to items from Your Home or office
11. Wallet Theft occurring inside Your Home
12. Wallet Theft not reported to the police or relevant authority having jurisdiction where the event occurred, immediately or within 24 hours
13. Wallet Theft where Your Wallet was not being carried by You
14. any loss arising from any business pursuits or Theft of commercial identity
15. a deliberate, criminal or illegal act by You
16. Theft, or damage, to electronic items and equipment, including but not limited to, personal stereos, MP3 players, iPods or equivalents, computers/laptops or computer related equipment (and software), PDAs, mobile phones, smart phones, and their accessories
17. You being under the influence of alcohol or any other drug unless it was prescribed by a medical doctor and taken in accordance with the doctor's advice
18. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.)
19. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war
20. service in the military, naval or air service of any country
21. participation in any military, police or fire-fighting activity
22. activities undertaken as an operator or crew member of any conveyance
23. flying in military aircraft or any aircraft which requires special permits or waivers
24. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries
25. direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination
26. any loss or expense with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations
27. any act of Terrorism.

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## CARD SERVICES

Call 13 67 17, 24 hours, 7 days a week

[myer.com.au/creditcard](https://myer.com.au/creditcard)

PO BOX 3665, Rhodes, NSW 2138