

Diners Club Corporate Cards

Description of Insurance Cover Effective 1 February 2013

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What is this booklet?

This is **your** Diners Club Corporate **Card** insurance cover provided at no additional cost to **you**, and applies to purchases made on or after 1 February 2013. If **you** want to make a claim, **you** are bound by what is set out in this booklet.

It's important that **you** read this booklet carefully and keep it in a safe place.

You may also need to keep detailed particulars and proof of any loss including sales receipts and **card** statements showing any purchases.

Zurich – The issuer of this insurance cover

You should be aware that the issuer of this insurance cover is Zurich Australian Insurance Limited, ABN 13 000 296 640, AFS Licence No. 232507, of 5 Blue Street, North Sydney, NSW 2060 ('Zurich'). In this booklet, Zurich is referred to as 'Zurich', 'we', 'our' or 'us'.

The covers in this booklet are available under a Master Agreement between Zurich and Diners Club Pty Ltd, ABN 35 004 343 051 of 2 Park Street, Sydney, New South Wales, 2000 (Diners Club).

Diners Club is not the issuer of the covers and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under these covers.

Diners Club does not receive any commission or remuneration in relation to the covers set out in this booklet.

Neither Diners Club nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

Other Insurances

The insurance cover described in this booklet is provided for **your** benefit under a Master Policy entered into between Zurich and Diners Club. Diners Club is the policy owner. As an eligible **cardholder**, **you** have the benefit of insurance cover as a third party beneficiary. If **you** are entitled to receive a benefit or make a claim under another insurance policy ("Other Policy"), in respect of the same loss as **your** claim under this Master Policy, then Zurich is not liable to provide indemnity under this Master Policy until the amount of any indemnity under that Other Policy is exhausted. In other words, 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.

Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law or regulation.

Enquiries

- Additional copies of this booklet can be obtained from Diners Club by phoning 1300 360 060 or online at www.dinersclub.com.au.
- For claims and/or general enquiries call 1800 072 791, 9am - 5pm (Sydney time), Monday to Friday and please make sure **you** have this booklet on hand when **you** phone. However, if **you** require personal advice, please see **your** general insurance adviser.

Definitions and Interpretation

The words below and/or their plurals, when highlighted in **bold**, have the following specific meanings in this booklet.

'\$' means Australian dollar.

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

'carjacking' means the theft by force or intimidation of **your motor vehicle** whilst **you** were the driver or passenger in the **motor vehicle**.

'card' means a current and valid Diners Club Corporate **card** account issued by Diners Club.

'cardholder', **'you'** and **'your'** means person who resides in **Australia**, and holds either an **Australian Medicare card** or a subclass **457 Visa**, and to whom Diners Club has issued a card. This includes additional **cardholders card**.

'epidemic/pandemic' means anything defined by the World Health Organisation to be an **epidemic/pandemic** or to have reached **epidemic** and/or **pandemic** status (as stated on either www.who.int or www.smarttraveller.gov.au).

'motor vehicle' means:

- (a) a passenger sedan and/or station wagon, but not any other style of vehicle that **you** own; or
- (b) a **rental vehicle** where **you** are noted on the **rental vehicle** agreement as being the hirer or joint hirer.

'rental vehicle' means a rented sedan and/or station wagon but not any other style of vehicle, rented from a licensed **motor vehicle** rental agency.

Terms and Conditions applying to all Covers

You need to comply with **your** obligations under the terms and conditions set out in this booklet otherwise we may refuse to pay **your** claim.

How can this policy be terminated or changed?

Diners Club may terminate or change any one or all of the covers at any time. Diners Club will give **you** written notice of the change or termination.

The existing cover will apply to purchases made before the date of the change or termination.

Excesses – What you contribute to a claim

You must pay the following excess amounts for each claim made under the following cover sections even if a number of claims are submitted on the one claim form. However If **you** make more than one claim as the result of a single event, the highest excess will apply but will only apply once.

Section	Excess Amount
Rental vehicle Excess	Nil
Secure Car	\$50
Secure Wallet	\$50

Minimising loss

You must take all reasonable steps to prevent or minimise loss.

You must take all reasonable precautions to safeguard **your** belongings.

You must take all reasonable steps to safeguard **your** own safety and follow the advice and heed the warnings of any government or government agency and any official body and heed warnings broadcast in the mass media.

Headings

Headings have been included for ease of reference but do not form part of the policy.

Exclusions

The exclusions below set out what is not covered.

We do not cover **you** for any claims for, caused by or arising from (whether directly or indirectly):

Personal effects

1. confiscation or destruction by customs or any other authorities or officials;
2. disappearance of any items in circumstances that cannot be explained to **our** reasonable satisfaction;

Activities

3. deliberate acts or illegal or criminal acts by **you**, or any other person acting with **your** consent or under **your** direction;

Rental vehicle

4. loss or damage resulting from the operation of the **rental vehicle** in violation of the **rental vehicle** agreement;
5. driving the **rental vehicle** on a non-public road at the time of the accident;
6. damage or loss arising to the **rental vehicle** from:
 - (a) wear and tear; or
 - (b) deterioration; or
 - (c) inherent defect; or
 - (d) any process of servicing, repairing, restoring or altering; or
 - (e) insects, rodents or vermin;

General

7. **your** failure to take reasonable care;
8. any **epidemic/pandemic**;
9. any **act of terrorism**; or
10. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, riot, rebellion, revolution, insurrection, military coup or overthrow/attempted overthrow of a government/military power.

Rental Vehicle Excess Insurance

Summary cover

Rental Vehicle Excess Insurance covers **you** worldwide for the reimbursement of any excess or deductible **you** become legally liable to pay in respect of a claim made under the **rental vehicle** comprehensive insurance policy.

Details of the cover follow. Please also see below for the cover limits for this section.

Who is eligible?

You are eligible for this insurance if:

- (a) **you** charged the total cost of hiring the **rental vehicle** to **your card**; and
- (b) **you** are the person named as the hirer or a joint hirer on the **rental vehicle** agreement; and
- (c) **you** took out comprehensive motor insurance against loss of or damage to the **rental vehicle** as part of the rental agreement; and
- (d) **you** complied with all requirements of the rental agency under the **rental vehicle** agreement and of the **rental vehicle** insurer; and
- (e) at the time of the incident the **rental vehicle** is being driven by **you** or another person who is noted on the **rental vehicle** agreement as being authorised to drive the **rental vehicle**.

What is covered?

We cover **you** for the reimbursement of any excess or deductible **you** become legally liable to pay in respect of a claim made under the **rental vehicle** comprehensive insurance policy.

What are the cover limits?

We will pay the lesser of:

- (a) the actual **rental vehicle** excess; or
- (b) the actual amount **you** were liable to pay as a result of the accident; or
- (c) **\$3,750**.

The most **we** will pay in any 12 month period in respect of **Rental Vehicle Excess Insurance** for any one **cardholder** is **\$3,750**.

What you must do

If **you** wish to claim under this insurance **you** must provide us with:

- a copy of the **rental vehicle** agreement; and
- receipts (or copies) for the amount of the repairs; and
- a letter from the **rental vehicle's** insurer stating the amount of the excess that **you** paid.

Secure Car Insurance

Summary cover

Secure Car Insurance covers **you** worldwide for:

- Expenses incurred as a result of the forcible break-in to **your motor vehicle**; and
- Expenses incurred as a result of the **carjacking** of **your motor vehicle**.

Details of the cover follow. Please also see below for the cover limits for this section.

Who is eligible?

You are eligible for this insurance if **you** are a **cardholder**.

What is covered?

- I. Expenses incurred as a result of the forcible break-in to a **motor vehicle**

We reimburse **you** for the following expenses which **you** incur as a result of the forcible and visible break-in to **your motor vehicle**.

- (a) cost to replace any wallets, cash to **\$50**, hand bags, credit cards, charge cards, personal papers, licences or passports that were stolen from **your motor vehicle** up to the value of **\$550**; and
- (b) the lesser of:
 - the cost to repair the **motor vehicle**; or
 - the excess payable to have **your motor vehicle** repaired under the **motor vehicle's** insurance policy; or
 - **\$750**.

2. Expenses incurred as a result of a **carjacking of your motor vehicle**

We reimburse **you** for the following losses and/or expenses **you** incur as a result of the **carjacking of your motor vehicle**:

- (a) cost to replace any wallets, hand bags, credit cards, charge cards, personal papers, licences or passports that were stolen from the **motor vehicle** up to the value of **\$500**; and
- (b) cost to replace any keys stolen during the **carjacking** or replace the locks that the stolen keys open, up to the value of **\$1,000**; and
- (c) stolen cash up to the value of **\$250**; and
- (d) the lesser of:
 - the cost to repair the **motor vehicle**; or
 - the excess payable to have **your motor vehicle** repaired under the **motor vehicle's** insurance policy; or
 - **\$750**.

What are the cover limits?

The most we will pay in any 12 month period in respect of Secure Car Insurance for any one **cardholder** is **\$2,500**.

What you must do

If **you** wish to claim under this insurance **you** must make a report to the police or within 24 hours of the incident and **you** must obtain a copy of that report.

Secure Wallet Insurance

Summary cover

Secure Wallet Insurance covers **you** worldwide if **you** are robbed within 15 minutes of withdrawing cash from an Automatic Teller Machine (ATM).

Who is eligible?

You are eligible for this insurance if **you** are a **cardholder**.

What is covered?

If within 15 minutes of withdrawing cash from an ATM **you** are robbed, we will reimburse **you** for the following losses and/or expenses which **you** incur as a result of the theft:

- (a) cash withdrawn from the ATM up to the value of **\$500**; and
- (b) cost to replace any wallets, hand bags, credit cards, charge cards, personal papers, licences or passports that were stolen up to the value of **\$250** in total.

What are the cover limits?

The most we will pay in any 12 month period in respect of Secure Wallet Insurance for any one **cardholder** is **\$750**.

What you must do

If **you** wish to claim under this insurance **you** must make a report to the police or within 24 hours of the incident and **you** must obtain a copy of that report.

How to make a Claim

1. Contacting us

Please do not contact Diners Club to make a claim as they are not involved in processing claims.

If **you** want to make a claim **you** must contact us on 1800 072 791 within 30 days of learning of any loss or damage.

If **you** fail to contact us within the specified times, we may refuse to pay **your** claim.

2. Reporting stolen, lost or wilfully damaged items

If **your** belongings are stolen or wilfully damaged, **you** must make a report to the police within 24 hours of learning of the theft or damage. The report must describe the incident, and list the missing or damaged items and **you** must obtain a copy of that report.

3. Documentation

Where necessary, we may require **you** to complete a written loss report which **you** must return to us within 30 days after **you** receive it.

Depending on the cover **you** are claiming under, we may also require further documentation or material in support of **your** claim. This may include (but is not limited to):

- police reports;
- certified translations
- damaged items;
- receipts;
- proof of ownership;
- quotations;
- a copy of the **rental vehicle** agreement;
- receipts (or copies) for the amount of the repairs;
- a letter from the **rental vehicle's** insurer stating the amount of the excess that **you** paid.

If **you** fail to complete the loss report or provide us with the documentation we require, we may refuse to pay **your** claim.

4. Assisting us with claims

In certain circumstances, we may have the right to sue others in **your** name to recover money payable under this policy. If this occurs, **you** must assist us and act in an honest and truthful way.

When making a claim **you** must tell us about any other insurance under which **you** are or might be able to claim. If **you** can claim from another insurer and we also pay **you** in respect of the same insured event, then **you** must refund to us the amount we paid if they also pay **you**. **You** cannot claim from us and from the other insurer to obtain an aggregate amount that exceeds **your** loss.

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim. Also, we will inform Diners Club of the situation and **you** may no longer be eligible for any of the covers in this booklet.

Complaints

If **you** have a complaint about the covers or about the service **you** have received from us, including the settlement of a claim, **you** can call us on 132 687.

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

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

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

We will keep **you** informed of the progress at least every 10 working days and give a final response in writing.

If **you** are unhappy with **our** response or cannot agree on reasonable alternative timeframes with us, **you** can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by the Financial Ombudsman Service (FOS). This is a free service provided by an independent body. **You** must contact FOS within two years of receiving **our** final decision. **You** are not bound by the decision made by FOS but we are bound to act immediately on FOS's decision.

Brochures outlining the operations of FOS are available from both Zurich and the Insurance Council of Australia in each State or Territory. FOS can be contacted as follows:

The Financial Ombudsman Service
Phone: 1300 78 08 08 between 9am - 5pm AEST
Fax: (03) 9613 6399
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
Email: info@fos.org.au

Privacy and General Insurance Code of Practice

Privacy

Zurich collects personal information about **you** to assess claims. If **you** do not provide the requested information, a claim may be delayed or we may not accept a claim.

We will, in relevant cases, give personal information (other than sensitive information such as health information) to Diners Club, its service providers and business partners so that they can monitor the claims service we provide, to prevent fraud and to ensure eligibility for cover.

We may also give personal information including sensitive information, such as health information, to Diners Club or **our** service providers (including medical practitioners, other health professionals, reinsurers, legal representatives and loss adjusters).

By providing personal details, **you** agree to those organisations collecting and disclosing personal and sensitive information for the purposes listed above.

We may also be allowed or required by law to disclose personal information about **you**, for example under Court orders or Statutory Notices pursuant to taxation or social security laws.

Usually, on request, we will give **you** access to personal information held about **you**.

In some circumstances, we may charge a fee for giving this access which will vary but will be based on the costs to locate the information and the form of access required.

A list of the type of service providers and business partners we commonly use is available on request or from **our** website www.zurich.com.au (click on the Privacy link on the homepage).

If **you** would like to find out more about **our** privacy policies, **you** may contact us by telephone from anywhere in Australia on 132 687 or email to Privacy.Officer@zurich.com.au or in writing at:

The Privacy Officer
Zurich Australian Insurance Limited
PO Box 677
North Sydney NSW 2059

General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

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

The Code aims to:

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

