

## **Cash Passport Platinum Mastercard Complimentary Insurance Terms and Conditions**

This Insurance Policy is a Master Policy (“the Policy”) which has been issued to the Policyholder by AIG Insurance New Zealand Limited of Level 7, 21 Queen Street, Auckland 1010 and is subject to the terms and conditions contained herein.

### **I. PREAMBLE AND DISCLOSURES**

This document contains important information about Your rights and obligations under the Policy and sets out the terms, conditions and exclusions relevant to the cover provided.

The Policyholder is not the Issuer of the insurance coverage and neither the Policyholder nor any of its related corporations guarantee any of the benefits under the Policy. You however are a beneficiary under the Policy. This means that subject to the terms of the Policy, Your right to claim under the Policy will be covered and paid by the Insurer.

The cover is provided at no cost to You and the Policyholder does not receive any commission or remuneration from the Insurer for arranging this cover.

The Policyholder is not authorised to provide any financial advice in respect to the coverage under the Policy. You should consider obtaining Your own financial product advice about the coverage under the Policy from a person who is able to give such advice.

### **Cancellation of the Master Policies**

Pursuant to the Policyholder’s agreement with Us, the Policy may be cancelled at any time not less than thirty (30) day’s written notice of such cancellation being given by the Policyholder to the Cardholder.

If the Policy is cancelled any claim arising prior to such date of cancellation will, subject to the terms of the Policy, be covered by the Insurer.

If the Policy is cancelled by either the Cardholder or Policyholder, Your cover will cease immediately.

### **Changes to the Master Policies**

The Policyholder may change, add to, delete or replace the terms and conditions of the Policy at any time by giving not less than thirty (30) days’ notice to the Cardholder. Such notice may be given by any one (1) or combination of the following:

1. A letter sent to the Cardholder’s last known address;
2. Bank statement inserts;
3. An email sent to the Cardholder’s last known email address;
4. Statements on the Policyholder’s website;
5. Statements in the media (including public notices).

You are able to verify the current status of Your coverage and whether the Policy is still current by contacting the Insurer at:

#### **AIG Insurance New Zealand Limited**

Tel: +64 99756490

Customer Service Timing: 8:30AM to 5:30PM, Monday to Friday

Or email AIG: [APAC.Mastercard@aig.com](mailto:APAC.Mastercard@aig.com)

### **Fair Insurance Code**

The Insurer is a signatory to the Fair Insurance Code. This aims to raise the standards of practice and service in the insurance industry, and it includes the following:

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

You can obtain a copy of the code from [www.icnz.org.nz](http://www.icnz.org.nz) or by contacting the Insurer.

### **Dispute Resolution**

We strive to provide a consistently high standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, We realise that You will want to let Us know and may wish to make a complaint.

If You make a complaint We will make sure that Your concerns are addressed as quickly as possible.

## What should You do if You have a complaint?

You can register a complaint by writing to:

### **The Complaints Manager**

AIG Insurance New Zealand Limited  
email [customerfeedbacknz@aig.com](mailto:customerfeedbacknz@aig.com)  
or telephone [+64 93553114](tel:+6493553114)

As soon as We receive Your complaint, We will take all possible steps to resolve it., We will respond to Your complaint within ten (10) business days of the date We have all the information We need to determine Your complaint, unless We agree a longer timeframe with You. We will update You at least once every twenty (20) business days, or another such interval as We may agree with You, until Your complaint is resolved.

## What should You do if You are not satisfied with Our response to Your complaint?

If You are not satisfied with Our handling of or response to Your complaint, You may request to have Your complaint reviewed by Our Internal Dispute Resolution Committee (“Committee”). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If You wish to have Your complaint reviewed by this Committee please contact Us via email or telephone detailed in the above section to provide detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing Your complaint.

The Committee will provide their decision with reasons within forty (40) business days of receipt of Your request to refer Your dispute to the Committee.

The Insurer is also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. In addition, if You are not satisfied with Our handling of or the outcome of Your complaint You may, if You wish to take Your complaint to FSCL, contact details are [info@fscl.org.nz](mailto:info@fscl.org.nz) or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to You to use the services of FSCL.

## Privacy Notice

This notice sets out how AIG collects uses and discloses personal information about:

1. You, if an individual; and
2. other individuals You provide information about.

Further information about Our Privacy Policy is available at [www.aig.co.nz](http://www.aig.co.nz) or by contacting Us at [privacy.officerNZ@aig.com](mailto:privacy.officerNZ@aig.com) or (09) 355 3100.

## How We collect Your personal information

AIG usually collects personal information from You or Your agents.

AIG may also collect personal information from:

1. Our agents and service providers;
2. other insurers;
3. people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners;
4. third parties who may be arranging insurance cover for a group that You are a part of;
5. providers of marketing lists and industry databases; and
6. publicly available sources.

## Why We collect Your personal information

AIG collects information necessary to:

1. underwrite and administer Your insurance cover;
2. maintain and improve customer service; and
3. Process Your insurance claim.

## **To whom We disclose Your personal information**

In the course of underwriting and administering Your policy We may disclose Your information to:

1. entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
2. banks and financial institutions for policy payments;
3. assessors, third party administrators, emergency providers, retailers, travel carriers, in the event of a claim;
4. the Insurance Claims Register, which is administered by the Insurance Council of New Zealand; and
5. government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong and Australia, as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

## **Access to Your personal information**

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to:

The Privacy Officer  
AIG Insurance New Zealand Limited  
[privacy.officerNZ@aig.com](mailto:privacy.officerNZ@aig.com)

In some circumstances permitted under the Privacy Act 2020, AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## **Complaints**

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

## **Consent**

You consent on behalf of Yourself and any other individuals You provide information to the collection, use and disclosure of personal information as set out in this notice.

## **Duty of Disclosure Notice**

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

1. reduces the risk We insure You for;
2. is of common knowledge;
3. We know or should know as an insurer; or
4. We waive Your duty to tell Us about.

If You do not tell Us anything You are required to, We may treat the contract as if it never existed.

Under the Policy, the Insurer agrees to provide coverage for insurance products listed in the Summary of Cover to Cardholders of the Policyholder as set out in the Policy and based on information offered by the Policyholder provided the premium is paid by the Policyholder.

## II. SUMMARY OF COVER

Subject to the terms contained in this document and the Policy, the Insurer agrees to provide the following coverage to Cardholders:

Insurance Coverage	Benefit Amount (NZD)	
<b>E-Commerce Purchase Protection*</b>	Combined Per Occurrence Limit for Ecommerce Purchase Protection and Purchase Protection: Up to \$270*  Combined Annual Aggregate Limit for Ecommerce Purchase Protection and Purchase Protection: Up to \$270*	
<b>Purchase Protection*</b>		
<b>Price Protection</b>	Per Occurrence Limit: Up to \$337.50 Annual Aggregate Limit: Up to \$675	

Each insurance benefit limit described in this Guide is in New Zealand Dollars (NZD). Payment of claims will be made in in New Zealand Dollars (NZD).

### Claim Amount and Excess

We will pay (if applicable) up to the Per Occurrence Limit per Cardholder for each claim as stated in the Summary of Cover table above. For any consecutive twelve-month period within the Group Policy Period, the maximum amount We will pay per Eligible Cardholder for all claims during such consecutive twelve-month period is the Annual Aggregate Limit set out in the table above.

There is no Excess applicable for the coverages in the Policy.

Maximum Number of Incidents is unlimited incidents during the Policy Period.

Under the Policy, the Insurer agrees to provide coverage to Eligible Cardholders of the Policyholder as set out in the Policy and based on information offered by the Policyholder.

*\* The Combined Limits for E-Commerce Purchase Protection and Purchase Protection applies to claims for both E-Commerce Purchase Protection and Purchase Protection. In addition there is a separate stand-alone Per Occurrence Limit and Annual Aggregate Limit for Purchase Protection. The examples set out below provides further details as to how these Limits will operate in relation to eligible claims:*

#### **Example 1**

- 1. An Eligible Cardholder purchased Goods online for \$70 but did not receive them. A claim for non-delivery for \$70 was paid by Us under E-Commerce Protection cover. This amount is deducted from the combined Annual Aggregate Limit of \$270 for E-Commerce Purchase Protection and Purchase Protection. The remaining combined Annual Aggregate Limit left is therefore \$200.*
- 2. The Eligible Cardholder then purchased Goods in the form of a TV set for \$1,000.*
- 3. In the fourth month after purchase, the TV set was stolen. A claim was made under Purchase Protection. The Eligible Cardholder can in effect claim \$875 under Purchase Protection although the Annual Aggregate Limit for Purchase Protection is only \$675. That is the Eligible Cardholder can claim \$200 under the remaining combined Annual Aggregate Limit for E-Commerce Purchase Protection and Purchase Protection and \$675 under the Annual Aggregate Limit for Purchase Protection.*
- 4. However once the Eligible Cardholder receives the amount of \$875, no further claims can be made under either E-Commerce Purchase Protection or Purchase Protection for the remainder of the 12-month period as Annual Aggregate limit has been used up.*

#### **Example 2**

- 1. An Eligible Cardholder purchased Goods online for \$400 but did not receive the Goods due to a failure by the seller to deliver such Goods. A claim was made under E-Commerce Purchase Protection for non-delivery and We paid \$270.*
- 2. The Eligible Cardholder then purchased a TV set for \$900 and two months thereafter accidentally damaged it beyond repair. As the Eligible Cardholder has already utilised the full combined Annual Aggregate limit for E-Commerce Purchase Protection and Purchase Protection due to the non-delivery claim per above point, the Eligible Cardholder can only claim the full Annual Aggregate Limit of \$675 under Purchase Protection.*
- 3. However once the Eligible Cardholder receives the amount of \$675 under Purchase Protection, no further claims can be made under either E-Commerce Purchase Protection or Purchase Protection for the rest of the 12-month period as Annual Aggregate limit has been used up.*

### III. DEFINITIONS

Terms with a specific meaning are defined below and shall have the same meaning wherever they appear:

**Accidental Damage** means items that can no longer perform the function they were intended for due to broken parts or material or structural failures resulting from an unexpected and unintentional external event.

**Annual Aggregate Limit** means the maximum amount per Eligible Cardholder (as specified in the Limits of Liability and Summary of Cover as well as the applicable coverage sections) within a period of twelve (12) consecutive months for which the Insurer is liable during the Group Policy Period.

**Business** means:

1. a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. any other activity engaged in for money or other compensation.

**Cardholder(s)/You/Your** means all individuals who have been issued an Eligible Card, including secondary or additional Cardholders on the same account, in New Zealand where such Eligible Card is issued by a participating Issuer.

**Collectable Item** means an object suitable for a collection, originally a work of fine art or an antique, also including any of a wide variety of items collected as a hobby, that may include but not limited to antiques, toys, coins, comic books and stamps and which items or objects are used for display, or as an investment and whose value may appreciate.

**Courier** means a transportation company.

**Covered Purchases** means items, other than those listed in Exclusions section of each insurance Coverage, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

**Customized/Personalized Items** means items that may have been specially ordered by the Eligible Cardholder with a distinguishing feature bespoke to the Eligible Cardholder such as a name or logo.

**Eligible Card** means a participating Issuer's Mastercard credit or debit cards which have been issued to Eligible Cardholders.

**Eligible Cardholder** means those Cardholders with Eligible Cards who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover and the Group Policy.

**Excess** means a monetary contribution You are required to pay towards a claim You make.

**Goods** means items, other than those listed in Coverage Exclusions below, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

**Group Policy** means the contract of insurance between the Insurer and the Policyholder.

**Group Policy Period** means the period beginning from 1<sup>st</sup> October 2024 and until the Group Policy is terminated.

**In-store Printed Promotion** means a sales promotion taking place in a retail store which shows:

1. the authorised dealer or store's name;
2. item (including model number);
3. item price; and
4. the dates in which the item's price is effective on a printed poster, leaflet or is shown on the product shelf.

**Insurer/We/Us/Our** means AIG Insurance New Zealand Limited.

**Issuer** means a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard card program in the Territory.

**Natural Catastrophe** means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and/or tsunami.

**No-Auction Internet Advertisement** means an advertisement posted on the internet by a non-auction merchant with a valid tax identification number.

**Per Occurrence Limit** means the maximum amount of benefit available under the Summary of Cover for any single incident during the Group Policy Period.

**Policyholder** means Mastercard Asia/Pacific Pte. Ltd.

**Printed Advertisement** means an advertisement appearing in a newspaper, magazine or store circular which states:

1. the authorized dealer or store's name;
2. item (including model number);
3. item price; and

4. the dates in which the item's price is valid.

**Seller** means an online entity legally selling Goods via the internet.

**Territory** means New Zealand.

**Theft** means the unlawful, intentional and dishonest taking of a Covered Purchase belonging to the Eligible Cardholder without their consent, with intent to deprive him/her of such Covered Purchase.

## IV. COVERAGES

### A. E-COMMERCE PURCHASE PROTECTION

Subject to the the Per Occurrence Limit, and subject to the Annual Aggregate Limit per Cardholder as specified in the Summary of Cover section above, We will cover You under E-Commerce Purchase Protection for the following:

1. Non-delivery/and or incomplete delivery of Goods, that are purchased on the internet: Goods are insured against non-delivery if:
  - a. unless so otherwise advised by the Seller that the Goods will be delivered at a date beyond 30 days of the scheduled delivery date, the Goods have not been delivered within 30 days of the scheduled delivery date; and
  - b. the Seller has failed to refund You via Your Eligible Card within 60 days of non-delivery. We will only provide coverage under this part a. for any amounts You have not been able to or could reasonably recover under other applicable insurance or source. Under this part a., Our indemnity is limited to a cash refund up to the purchase price and shipment costs of the Goods. The total refund paid to You will not exceed the limits stated under the Summary of Cover above.
2. Improper functioning due to physical damage of delivered Goods that are purchased on the internet. The delivered Goods are insured against improper functioning, provided:
  - a. such improper functioning is as a result of physical damage which was apparent or manifest at time of delivery of the Goods to You; and
  - b. the Seller has failed to refund You via Your Eligible Card within 60 days of delivery. We will only provide coverage under this part b. for any amounts You have not been able to or could reasonably recover under other applicable insurance or source. Under this part, Our indemnity is limited to a cash refund up to the purchase price and shipment costs of the Goods. The total refund paid to You will not exceed the limits stated under the Summary of Cover above.

Coverage under this section will only be provided if the date of purchase referenced above occurs during the period the Group Policy is operative.

#### **EXCLUSIONS Specific to E-Commerce Purchase Protection**

We will not pay for any claim, expenses or loss under this section in connection with:

1. lawful confiscation of Goods by police, Government Agencies, Courts or other empowered authorities; or
2. any fraudulent or willful act by You.

We shall not be liable to pay under this section any claim in connection with:

1. animals or plant life;
2. cash, bullion, negotiable instruments, shares, travelers cheques, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
3. consumable or perishable items (including but not limited to food, flowers, drink, medicines, nutrition supplements);
4. motor vehicles, motorcycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
5. Goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
6. access to internet websites, software or data files downloaded off the internet including music files, photos, reading material, books and movies;
7. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental or financial advice;
8. Goods purchased from a natural person either through a private transaction or an online auction website;
9. Counterfeit or fake goods;
10. loss or damage due to a Natural Catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water, pollution or contamination of any kind, manufacturing defects or inherent vice, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;
11. losses due to mechanical failure, electrical failure; software or data failure;
12. loss of data;
13. Goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
14. permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
15. Goods used for, or intended to be used for, commercial, retail and/or property rental, or other business purposes;
16. items that You have rented or leased;
17. items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
18. art, antiques, firearms and Collectable Items;
19. furs, watches, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);

20. the costs or charges which do not relate to any e-commerce purchase, which You paid for using Your Eligible Card;
21. Goods deemed to be illegal by local government authorities;
22. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
23. Losses due to, or related to, a nuclear, biological radiation or chemical event.

### **Coverage Conditions Applicable to E-Commerce Purchase Protection**

The following conditions of coverage are applicable to this section:

1. The delivery address for the Goods must be to an address in the Territory.
2. A shipment tracking number must have been assigned and provided by the Seller of the Goods or a designated Courier.
3. You must have informed the Seller in writing where applicable of the non-delivery of Goods or the fact that the Goods were damaged on delivery and demanded in writing replacement Goods or alternatively in a case where the Goods have not been delivered, a full refund.
4. In the event that a claim is submitted for improper functioning due to damage of delivered Goods- You shall, as soon as reasonably practicable, notify the Seller of the Goods and Us.
5. You will reasonably cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.
6. In the event that a claim for non-delivery is paid to You, and the original Goods eventually arrive, You should pay back to Us any indemnity received by You from Us.
7. No Excess is payable by You.

### **B. PURCHASE PROTECTION**

The Insurer will pay for loss of Covered Purchases due to Accidental Damage or Theft, occurring within one hundred eighty (180) days from the date of Your physical possession of the Goods as indicated on the purchase receipt, up to the Per Occurrence Limit, and subject to the Annual Aggregate Limit per Cardholder as specified in the Summary of Cover section above:

1. Covered Purchases given as gifts are covered.
2. Goods that are purchased on the internet.
3. Covered Purchases do not have to be registered with Us.

Coverage under this section will only be provided if the date of purchase is within the Group Policy Period.

### **EXCLUSIONS Specific to Purchase Protection**

No coverage is provided under this section for loss due to Accidental Damage or Theft of or in connection with any of the following:

1. any motor vehicle, airplanes, drones, boats, automobiles and motorcycles and any equipment, parts or accessories;
2. permanent fixtures, including but not limited to carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
3. travelers cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;
4. art, antiques, Collectable Items, furs, jewelry, gems, precious stones and fragile items;
5. consumables or perishables;
6. plants or animals;
7. hazardous materials and any item banned in the Territory;
8. access to internet websites, mobile applications, software or data files downloaded from the internet including but not limited to music files, photos, reading materials, books and movies; or reinstatement or recovery thereof;
9. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
10. items rented out, rented or leased;
11. items purchased for resale, professional, or commercial use;
12. services, shipping, handling, installation or assembly costs;
13. losses occurring to item(s) You purchased online prior to Your taking possession of such item(s);
14. items damaged through alteration (including cutting, sawing, and shaping);
15. items left unattended in a place to which the general public has access;
16. any item confiscated by government authorities; or
17. losses caused by abuse, willful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure.
18. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
19. Losses due to, or related to, a nuclear, biological radiation or chemical event.

### **CONDITIONS Specific to Purchase Protection**

The following conditions of coverage are applicable to this section:



1. The Insurer will make a reasonable determination whether to have the item repaired or replaced, or to reimburse the original purchase price considering any rebates, discounts or rewards points in relation to the purchase of such item.
2. Covered Purchases that are a pair or a set will be limited to the cost of replacement of the specific item if replaceable; otherwise, the value of the pair or set will be covered, but will not exceed the Per Occurrence Limit specified above.
3. No Excess is payable by You.

### **C. PRICE PROTECTION**

We will reimburse You for the price difference between:

1. the original price of a Covered Purchase You paid a retailer with Your Eligible Card: and
2. a lower price for the same item, identified by the same brand, make, model name and model number, as shown in a Printed Advertisement, In-store Printed Promotion or a No-Auction Internet Advertisement from a different retailer.

Coverage under this section will only be provided if the Covered Purchase was paid with Your Eligible Card during the period the Group Policy is operative.

#### **EXCLUSIONS Specific to Price Protection**

We will not pay for any claim, expenses, or loss under this section in connection with:

1. if an item's purchase price is below NZD 70;
2. for items purchased from an internet auction site;
3. for items advertised as "limited quantity", "going out-of-business sales", "cash only" or "close out" sales;
4. items purchased in connection with or by way of package offers, manufacturer's coupons, employees discount, an item where the advertised price of the item includes bonus or free offers, special financing, installation, rebate, one-of-a-kind or other limited offers;
5. for items sold by retailers that are affiliated through common ownership interest;
6. for cash, cheques, securities and other negotiable instruments, bullion, stamps, lottery tickets or tickets to events or admission tickets;
7. for items which are art, antiques, firearms and Collectable Items;
8. for furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
9. for perishable items including food, beverages, tobacco and fuel;
10. for used, recycled, previously owned, rebuilt, or remanufactured items, whether or not You knew the item was used, previously owned, rebuilt, or remanufactured at the time of purchase;
11. for pharmaceutical, optical or medical products or equipment;
12. for Customized/Personalized Items, unique and one-of-a-kind items;
13. for any item acquired illegally;
14. for counterfeit or fake goods;
15. for animals and plants;
16. for any motor vehicles, including but not limited to, automobiles, boats, airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
17. for land, permanent structures and fixtures including, but not limited to, buildings, homes, dwellings, and building and home improvements;
18. for services You may purchase including, but not limited to, the performance or rendering of labour or maintenance, repair or installation of products, goods or property, or professional advice of any kind;
19. for items purchased by a person not resident of the Territory;
20. for shipping and/or transportation costs, handling costs and sales tax;
21. for items advertised outside the Territory or in a duty-free zone;
22. for items only available via special deal(s), available only to the members of specific organizations, or, in a place not open to the public, such as clubs and associations;
23. for items purchased for resale, professional, or commercial use;
24. for items not purchased during the Group Policy Period;
25. for the purchase of an item in connection with Business pursuits including Your work or profession;
26. for any merchant's credit, discount and/or manufacturer's rebates;
27. for instances where the amount charged for the purchased item is greater than the actual amount displayed;
28. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
29. Losses due to, or related to, a nuclear, biological radiation or chemical event.

#### **CONDITIONS Specific to Price Protection**

The following conditions of coverage are applicable to this section:

1. The item must be paid entirely with the Eligible Card;
2. Purchase can be made in-store or from online retailers;
3. The price difference must be the within the same sales channel as Your original purchase;
4. The lower price must be in a Printed Advertisement, In-Store Printed Promotion or No-Auction Internet Advertisement;
5. No Excess is payable by You;
6. The lower price must be from a retailer in the same city or region where Your original purchase is made;
7. The Printed Advertisement, In-Store Printed Promotion or No-Auction Internet Advertisement must be published within thirty (30) days of Your original purchase;
8. If the lower priced item is the result of, or is further reduced due to any of the following:
  - a. an advertised rebate;
  - b. a redeemable manufacturer's coupon; or
  - c. a refund of any sort;

We will add back such advertised rebate amount, redeemable manufacturer's coupon, or refund of any sort to the calculation of the lower item price by the applicable amount and refund any net difference in price.

## V. DUTIES AFTER A LOSS

You are required to cooperate with Us in investigating, evaluating and settling a claim. Written notice of claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within (30) days from the date of the loss incident may result in a denial of the claim. To file a claim, You may log on to <https://nz.mycardbenefits.com> or send a notification to Us to obtain a claim form and instructions on what to do after a loss.

### **AIG Insurance New Zealand Limited**

Customer Service Timing: 8:30AM to 5:30PM, Monday to Friday

Tel: +64 99756490

Email: [APAC.Mastercard@aig.com](mailto:APAC.Mastercard@aig.com)

### **E-Commerce Purchase Protection**

The Cardholder must as soon as reasonably practicable:

1. complete, sign and return the claim form to Us together with the Cardholder's statement of account or copy of purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card; and
2. any other relevant document We may ask You to provide.

### **Purchase Protection**

The Cardholder must as soon as reasonably practicable:

1. complete, sign and return the claim form to Us\* together with:
  - a. the Cardholder's statement of account or copy of purchase receipt showing payment of the item was made entirely with the Eligible Card;
  - b. for Theft claims, official copies of the police report within forty-eight (48) hours of Theft;
  - c. for Accidental Damage claims, official copies of the repair estimate; and
  - d. any other relevant document We may ask You to provide.

*\*Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim. We will advise You as soon as reasonably practicable if this is required and We will also advise You as to the form conditions and requirements of delivery.*

### **Price Protection**

The Cardholder must as soon as reasonably practicable:

1. complete, sign and return the claim form to Us together with:
  - a. the original item purchase receipt;
  - b. the Eligible Cardholder's statement of account or original receipt demonstrating that the entire purchase was made with Your Eligible Card; and
  - c. the original or copy of the Printed Advertisement, In-store Printed Promotion or a No-Auction Internet Advertisement showing the purchased item, sale date and/or date of the advertisement, lower advertised price, and advertising retailer's name; and
  - d. any other relevant document We may ask You to provide.

### **General Obligations following a Loss**

In the event of an occurrence that may lead to a claim or loss under the coverages set out above, You must:

1. take all reasonably practicable measures to prevent and avoid further loss or damage;
2. complete, sign and return the claims form within a reasonable time period together with copies of all reasonable proof of Your loss and other relevant documents such as relevant receipts, documents, letters, credit and debit card statements together with accompanying documents and such details and written proof as may reasonably be required by Us.
3. disclose to Us details of any other insurance cover under which You are entitled to claim;
4. upon notifying Us of the claim You cannot make any admissions, offers, promises or payment, or conduct any negotiations, without Our prior written consent;
5. where reasonably necessary, grant authorization for Us to obtain Your records and other information, such as credit reports (if applicable);
6. provide Your financial reports, including, but not limited to bank statements, as reasonably necessary to assess Your claim;
7. reasonably co-operate with Us in investigating, evaluating and settling a claim; and
8. if the loss involved theft report of the theft to the police as soon as reasonably practicable.

## **VI. LIMITS OF LIABILITY**

**Per Occurrence:** Our liability for any one incident shall not exceed the limit stated in the Section headed "Claim Amount and Excess".

**Annual Aggregate:** The total of all benefits paid or payable while the Policy is in force in connection with any particular coverage shall not exceed the limit stated in the Section headed "Claim Amount and Excess".

**Maximum Number of Incidents:** We will only be liable if the incident is within the limit stated in the Section headed "Claim Amount and Excess".

**Excess:** Subject to the policy limits that apply, We will pay only that part of the total of all covered loss that exceeds the Excess specified in Section headed "Claim Amount and Excess".

## **VII. GENERAL POLICY CONDITIONS**

### **A. Disputes**

In the event of a dispute under the Policy, the parties agree to submit to the exclusive jurisdiction of the Courts of New Zealand.

### **B. Governing Law**

The Policy shall be governed by the laws of New Zealand.

### **C. Loss Prevention**

You must use all reasonable means to avoid future loss at and after the time of loss.

### **D. Sanctions**

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of the Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

### **E. Transfer**

You may not transfer Your interest in this insurance to anyone.

### **F. Subrogation**

If We settle any claim or payment or otherwise cover any loss applying under the Policy, We shall be subrogated to all Your rights of recovery against any other person or persons and You shall complete, sign and deliver any documents necessary to secure such rights. You shall not take any action following a loss to prejudice such rights of subrogation.

### **G. Burden of Proof**

In any action, suit or other proceedings where We allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by the Policy, the burden of proving such loss or damage shall be on You.

### **H. Compliance**

The benefits of the Policy are subject always to Your full compliance with the terms and conditions to each Policy section.