

Bankwest

Platinum Debit MasterCard Insurance

**Purchase Security Insurance
and Extended Warranty
Insurance**

1 February 2014

bankwest



Happy Banking

Enquiries and Contact Numbers for Easy Reference

Additional copies of this booklet can be obtained by phoning Bankwest on **13 17 19**.

For claims and/or general enquiries call the insurance provider, Zurich on 1800 672 010, 8am - 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.

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1. What is this booklet?

This Bankwest Platinum Debit MasterCard® insurance is provided at no additional cost to *you*, and applies to purchases made on or after 1 February 2014. 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* account statements showing any purchases.

2. Zurich – The issuer of this insurance

You should be aware that the issuer of these insurances 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 insurances in this booklet are available under a Master Agreement between Zurich and Bank of Western Australia Ltd ('Bankwest').

In this booklet, 'Bankwest' means a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and its successors and assigns.

Neither Bankwest nor Commonwealth Bank of Australia are the issuer of the insurances and neither they nor any of their related corporations guarantee or are liable to pay any of the benefits under these insurances.

Neither Bankwest nor Commonwealth Bank of Australia receive any commission or remuneration in relation to the insurances set out in this booklet.

Neither Bankwest nor Commonwealth Bank of Australia nor any of their related corporations are Authorised Representatives of Zurich or any of its related companies.

3. Other Insurance

The insurance cover described in this booklet is provided for *your* benefit under a Master Policy entered into between Zurich and Bankwest. Bankwest is the policy owner. As an eligible *cardholder*, *you* have the benefit of insurance cover as a third party beneficiary. If *you* choose to enter into another insurance policy ("Other Policy") and *you* are entitled to make a claim under that 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.

4. Sanctions

Notwithstanding any other terms under this agreement, we shall not provide coverage and we will not make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured or any other beneficiary would violate any applicable trade or economic sanctions law or regulation.

5. Definitions and Interpretation

The words below and/or their plurals, when highlighted in italics, 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.

card means a current and valid personal Platinum Debit MasterCard issued by Bankwest.

cardholder means a person being a permanent resident of Australia who has an Australian Medicare Card or holds a 457 Visa and to whom Bankwest has issued a *card*, and includes additional *cardholders*. In relation to the 'Purchase Security Insurance' in this booklet this definition is also extended to include any permanent resident of Australia who has an Australian Medicare Card or holds a 457 Visa, and who, by way of a gift from the *cardholder*, receives any *covered belongings* purchased by the *cardholder*.

covered breakdown means the failure of a *covered belonging* to operate for the purpose for which it was designed, as a direct result of a breakdown or defect. This does not include where the breakdown or defect is covered by the terms of the *registered Australian warranty*.

covered belonging means a new item purchased for personal, domestic or household use but excludes:

- items acquired for the purpose of sale or trade;
- business owned or business related items;
- animals or plant life;
- computer software or non-tangible items;
- cash, bullion, negotiable instruments, securities, vouchers, gift cards, trading cards, tickets of any description, travellers cheques or collections such as stamps, coins and cards;
- consumable or perishable items (including but not limited to food, drink, drugs, cosmetics, fuel or oil);
- boats, automobiles, motorboats, motorcycles, airplanes or any other motorised vehicles and their integral parts and installed accessories;
- second-hand items and antiques;
- works of art and manuscripts
- items of contraband;

- real estate and movable fixtures or fittings (including but not limited to dish washers, stoves, ovens and fixed air conditioners) which are or are intended to form part of any home or real estate; or
- items purchased for a price of more than \$10,000 per item.

excess means the amount *you* must first contribute towards any claim as specified in the “Excesses – What *you* contribute to a claim” section of this booklet.

public place includes but is not limited to, any bus, plane, train or taxi; or bus depots; airports; train stations; streets; hotel foyers (and hallways, common areas and grounds); shops; restaurants; bars; beaches; around swimming pools; toilets; car parks; office areas; behind counters; housing and hostel common areas; unlocked hostel and hotel rooms and any place which is accessible to the public.

registered Australian warranty means the manufacturer’s written warranty, properly registered with the manufacturer, that is applicable and able to be fulfilled within Australia.

unattended means but is not limited to when *your* belongings were not with either *you* or an Australian resident, whom *you* can identify and tell us where they live, or were in a position where they were taken without *you* or the Australian resident knowing or being able to prevent them being taken. This includes when *you* or the Australian resident are asleep and *your* belongings are taken without any of *you* knowing.

you and **your** means the *cardholder*.

6. Terms and Conditions applying to all insurances

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.

6.1 How can this policy be terminated or changed?

Bankwest may terminate or change any one or all of the insurances at any time. Bankwest will give *you* written notice of the change or termination.

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

6.2 Excesses – What you contribute to a claim

You must pay the following *excess* amounts for each claim made under the following insurances 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 *excess* will apply but will only apply once.

Insurance Type	Excess Amount
Purchase Security Insurance	\$250
Extended Warranty Insurance	\$250

6.3 Safety of your belongings and minimising loss

You must take all reasonable steps to minimise loss and *you* must take all reasonable precautions to safeguard *your* belongings and prevent or minimise loss. For example, leaving *your* belongings on the front seat of *your* car in view of people or leaving them *unattended* in a *public place* encourages theft and is not a reasonable precaution.

6.4 Headings

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

7. Exclusions

The exclusions below set out what is not insured.

You should also read each section as they may contain specific exclusions that also apply.

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

7.1 Covered belongings

- *you* leaving *your* covered belongings *unattended*:
 - (a) in a *public place*, regardless of whether they are left behind, forgotten or misplaced;

- (b) in a motor vehicle unless stored in the boot and forced entry is gained;
- (c) in a motor vehicle overnight (even if in the boot);
- (d) with a person who steals or deliberately damages them;
- jewellery, watches, communication devices, all computers, photographic equipment, tablets, electrical items and electronics equipment or cash or equivalent left *unattended* at any time or:
 - (a) in a motor vehicle (even if in the boot);
 - (b) in checked in baggage/luggage; or
 - (c) in baggage/luggage unless the baggage is directly under *your* personal supervision or the supervision of an Australian resident, whom *you* can identify and tell us where they live.
- sporting equipment whilst in use;
- items that are brittle or fragile unless the loss or damage is caused by thieves or fire or an accident involving the conveyance in which *you* are travelling (however photographic or video equipment, spectacles, contact lenses, binoculars and laptop computers are not considered brittle or fragile items);
- items *you* post or otherwise pay to be transported and which are not part of *your* accompanying baggage;
- electrical or mechanical fault or breakdown unless insured under Extended Warranty Insurance;
- confiscation or destruction by customs or any other authorities or officials;
- disappearance of any items in circumstances that cannot be explained to our reasonable satisfaction;

7.2 Activities

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

7.3 General

- *your* failure to take reasonable care;
- any *act of terrorism*;

- 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;
- damage or loss arising from wear and tear, deterioration, atmospheric or climatic condition, flood, mould, fungus, mildew, animals (including but not limited to insects, rodents and vermin), inherent defect in any item, or any process of servicing, repairing, restoring, altering or cleaning (including but not limited to washing, ironing and dry cleaning);
- consequential loss or damage, punitive, exemplary or aggravated damages or any fine or penalty;
- radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste; or
- the dispersal, application or release of pathogenic or poisonous biological or chemical materials.

8. Purchase Security Insurance

8.1 Summary of cover

Purchase Security Insurance provides insurance against theft, loss or damage to *covered belongings* that have been purchased on *your card*.

8.2 Who is eligible?

Cardholders are eligible for Purchase Security Insurance for *covered belongings*:

- (a) purchased anywhere in the world; or
- (b) given as a gift to any permanent Australian resident, once the whole purchase price of the *covered belongings* has been charged to the *cardholder's card*.

8.3 When does cover apply?

Purchase Security Insurance applies to *covered belongings* for 90 days after the date of purchase. For the avoidance of doubt *covered belongings* being purchased by instalment payments (e.g. mobile phone contracts) are not covered until the final payment is made.

8.4 What is covered?

We cover the *covered belongings* against theft, loss or damage anywhere in the world if *you* or the recipient of the *covered belongings* has already taken possession of them and *you* make a claim within 21 days of the theft, loss or damage.

8.5 What are the cover limits?

We will pay the lesser of:

- (a) the actual amount which has been charged to the *cardholder's card* to purchase the *covered belongings*; or
- (b) \$3,000 per claim in respect of jewellery, watches and fine arts,

up to a maximum of \$125,000 in any 12 month period in respect of any one *card*.

9. Extended Warranty Insurance

9.1 Summary of cover

Extended Warranty Insurance covers *you* for the cost of repairing or replacing *covered belongings* that have been purchased on a *card*, in the event that the product fails or breaks down.

9.2 Who is eligible?

Cardholders are eligible for Extended Warranty Insurance when the whole purchase price of the *covered belongings* is charged to the *cardholder's card*. This extended warranty insurance is not transferable.

9.3 What is covered?

We cover *you* for the cost to repair or replace *covered belongings* that suffer a *covered breakdown* after the *registered Australian warranty* period has expired, provided *you*:

- (a) take all reasonable care to protect and/or maintain the *covered belongings*;
- (b) obtain our approval before starting any repairs or replacement of any *covered belongings* that have suffered a *covered breakdown*; and

- (c) keep the *covered belongings* or relevant parts of them so we can inspect them

9.4 When does cover apply?

Extended Warranty Insurance starts from the date the *registered Australian warranty* expires and applies for the same period as the *registered Australian warranty* for up to a maximum of 12 months; however there is no cover if the *registered Australian warranty* exceeds five years.

The table below sets out examples of how extended warranty periods apply.

Registered Australian Warranty period	Extended Warranty period
7 days	7 days
14 days	14 days
1 month	1 month
6 months	6 months
1 – 5 years	1 year
Over 5 years	No cover

9.5 What are the cover limits?

We will pay up to the purchase price of the *covered belongings* as charged to the *cardholder's card*.

The most we will pay is a maximum of \$30,000 any 12 month period in respect of any one *card*.

10. How to make a Claim

10.1 Contacting us

If *you* want to make a claim under either of these insurances, *you* can obtain claim forms and information on how to make a claim at the Zurich website - **www.zurich.com.au**. Click on the Credit & Debit card insurances tab and follow the links. *You* can also obtain claims forms by phoning us on 1800 672 010.

You need to lodge your claim with 30 days of learning of any loss, damage or breakdown that may result in a claim or within 30 days of returning to Australia in the claim occurred whilst *you* were overseas. If *you* do not contact us within this time we may refuse to pay *your* claim.

10.2 Reporting stolen, lost or wilfully damaged items

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

10.3 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 insurance *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):

- *card* account statements,
- letters from carriers about loss or damage to *your covered belongings*;
- police reports; damaged items;
- receipts;
- proof of ownership;
- valuations;
- quotations;
- registered Australian warranties; and
- certified translations

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

10.4 Assisting us with claims

In certain circumstances, we may have the right 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 Bankwest of the situation and *you* may no longer be eligible for any of the insurances in this booklet.

10.5 Repairing or replacing covered belongings

If a *covered belonging* is damaged, lost or stolen we may choose to:

- repair the item;
- replace the item, less an amount which takes into consideration its age as shown below; or
- pay *you* the amount it would cost us to replace the item less an amount which takes into consideration its age as shown below;

However under no circumstances will we pay *you* more than it originally cost *you* to buy the item and where the item is part of a pair or set, *you* will receive no more than the value of the particular part or parts lost, stolen or damaged, regardless of any special value that the item may have by way of being part of such pair or set.

When taking into consideration the age of an item we will deduct the following amounts from the amount we pay to replace the item or the amount we pay *you*:

- For toiletries (including skin care, make-up, perfume and medications) we will deduct 3.00% for each month *you* have owned the item.
- For phones, electrical devices, communication devices, all computers, photographic equipment, tablets and electronics equipment we will deduct 1.75% for each month *you* have owned the item up to a maximum amount of 60%.
- For clothing, footwear, luggage and books we will

deduct 1.75% for each month *you* have owned the item.

- For camping, sporting and leisure equipment (but not leisure clothing) and musical instruments we will deduct 1.00% for each month *you* have owned the item up to a maximum amount of 60%.
- For jewellery we will deduct 0.25% for each month *you* have owned the item to a maximum amount of 25%.
- For all other items we will deduct 1.25% for each month *you* have owned the item to a maximum amount of 60%.

For example: If *your* stolen bracelet has been owned for 8 years (96 months) and we can replace it for \$1,000, we pay *you* (or replace) \$760, as we will deduct \$240 ($\$1,000 \times 24\%$ {i.e. $96 \text{ months} \times 0.25\%/\text{month}$ }) from our replacement cost. This assumes that the stolen bracelet originally cost *you* at least \$760.

11. Complaints

If *you* have a complaint about the insurances 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 time frames with *you*.

If *you* are unhappy with our response or cannot agree on reasonable alternative time frames 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 time frames 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 time frames 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 780 808 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

12. Privacy and General Insurance Code of Practice

12.1 Privacy

Zurich is bound by the Privacy Act 1988 (Cth) and we respect *your* privacy. Before providing us with any personal information or sensitive information, *you* should know the following things:

We will not require personal information until a claim is made. We collect, use, process and store personal information and, in some cases, sensitive information about *you* in order to comply with our legal obligations, to administer the products or services provided to *you*, to enhance customer service and to manage a claim. We will, in relevant cases, disclose personal information to Bankwest, our service providers and business partners in order to allow monitoring of the claims service provided, prevention of fraud and to ensure eligibility for cover.

By providing us with *your* personal information, *you* consent to our use of this information which includes us disclosing

your personal information including sensitive information such as health information, where relevant for the purposes, to affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

If *you* do not agree to provide us with the information, we may not be able to assess *your* claim or *your* claim may be delayed.

Zurich may obtain information from government offices and third parties to assess a claim in the event of loss or damage.

In most cases, 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.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose *your* personal information to, a list of countries in which recipients of *your* information are likely to be located, details of how *you* can access or correct the Information we hold about *you* or make a complaint, please refer to the Privacy link on our homepage – **www.zurich.com.au**, contact us by telephone on 132 687 or email us at **Privacy.Officer@zurich.com.au**.

12.2 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.



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