



# Commercial Cards

Insurance Policy



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## Important information about the insurance

This document contains details of the complimentary insurance benefits for Westpac Banking Corporation commercial credit cards. The benefits are effective for purchases where the final payment is made on or after 30 August 2010, and are only available to **account holders** or **cardholders** of **Westpac commercial credit card** accounts. However the insurance does not include benefits as prescribed under the Insurance Contract Act 1984.

These benefits are automatically provided under the Master Agreement 78 WTPACCC CCI between Westpac Banking Corporation, ABN 33 007 457141 of 275 Kent Street ("Westpac") and Zurich Australian Insurance Limited ('Zurich'), ABN 13 000 296 640, AFS Licence No 232507 of 5 Blue Street, North Sydney, NSW, 2060. In this document, Zurich may also be expressed as 'Zurich', 'we', 'us' or 'our'.

Although the benefits included in this document are automatically provided, **account holders** and **cardholders** are not obliged to take these benefits. However, if a person wishes to claim any of these benefits, they will be bound by this document in its totality. Therefore please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss including sales receipts and **Westpac commercial credit cards** account statements showing any relevant purchases.

Westpac takes out the Master Agreement with Zurich, which provides valuable benefits for you as set out in this booklet. You do not hold insurance with Zurich but you are a beneficiary of the Master Agreement. Westpac is not the product issuer of this insurance and neither Westpac nor any of its related corporations guarantee any of the benefits under this insurance. This insurance is provided at no additional cost to the **account holder** and **cardholder** and neither Westpac nor any of its related corporations receive any commission or remuneration in relation to this insurance. Neither Westpac nor any of its related corporations are authorised representatives of Zurich or any of its related companies.

## Termination of these covers

Westpac may terminate the benefits under any one or all of the insurance in this document for all **account holders** and/or all **cardholders**, or an individual **account holder** or an individual **cardholder**, and if so, Westpac will notify the account holder of such termination. Purchases finalised before expiry of this notification will still be eligible for cover. However purchases finalised after expiry of this notification will not be eligible for the insurance.

## Privacy

Zurich collects personal information about claimants to assess claims. If they 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 Westpac, 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 our service providers (including medical practitioners, other health professionals, reinsurers, legal representatives and loss adjusters).

By providing personal details, the claimants 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 the claimant, for example under Court orders or Statutory Notices pursuant to taxation or social security laws.

Usually, on request, we will give persons access to personal information held about them.

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](http://www.zurich.com.au) (click on the Privacy link on the homepage).

If anyone would like to find out more about our privacy policies, they may contact us by telephone from anywhere in Australia on 132 687 or email to [Privacy.Officer@zurich.com.au](mailto: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 standard 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.

## **Complaints**

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

We will respond to the 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 the person.

If the person is 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 the person. We will keep them informed of the progress at least every 10 working days and give a final response in writing.

If the person is unhappy with our response or cannot agree on reasonable alternative timeframes with him/her, they 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. The person must contact FOS within two years of receiving our final decision. The person is 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) 96136399

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

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

## Definitions

The following key words (and their plurals), when highlighted in **bold**, have special meanings in this document:

“**accident**” means any sudden and unexpected physical force, which occurs on a **trip** and causes an **injury** that is described in the Schedule of Benefits section in the **cardholder's** transit accident insurance.

“**account holder**” means any Westpac member being a business entity or corporation, who has entered into a Westpac commercial card facility with Westpac.

“**act of terrorism**” means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 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.

“**cardholder**” means a person (being an Australian resident) whom Westpac, at the request of the **account holder** has been issued with a **Westpac commercial credit card** or are authorised to use a **Westpac commercial card** as an agent of the **account holder**, and includes the **account holder** for the purposes of the cardholder’s transit accident insurance and the cardholder’s flight inconvenience insurance.

“**claimant**” means a person, including the **account holder**, **cardholder** or **spouse** who has lodged a claim under this policy with Zurich.

“**connecting flight**” means a **flight**:

- booked at the same time as your preceding **flight**; and
- scheduled to depart within 6 hours of the scheduled arrival time of the preceding **flight**; and
- scheduled to depart from the same airport as your preceding **flight** is scheduled to land at.
- “**flight**” means travel on a published **flight** of a recognised commercial passenger airline on a scheduled route. This does not include charter flights.

“**injury or injured**” means loss of life or bodily harm, as specified in the Schedule of Benefits:

- caused by an **accident** whilst this policy is in force; and
- resulting independently of any other cause.

Furthermore **injury** where used with reference to hand or foot means complete severance through or above the wrist for the hand or ankle joint for the foot and, as used with reference to eye, means irrecoverable loss of the entire sight thereof.

“**spouse**” means a married or a defacto partner of the **cardholder** who is permanently living with the **cardholder** at the time the trip starts.

“**trip**” means:

- passage by the **cardholder** as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for

the transportation of passengers for hire, provided that before the passage commenced the cost of the passage was charged to the **cardholder's Westpac commercial credit card** account; or

- passage by the **spouse** as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire, provided that before the passage commenced the cost of the passage was charged to the **Westpac commercial credit card** account and the **spouse** is accompanying the **cardholder** who is on a **trip**.

**“unauthorised transaction”** means a **Westpac commercial credit card** account transaction, which has been processed to the **Westpac commercial credit card** account of the **account holder** but was not authorised in any way by the **account holder** and/or was outside the **cardholder's** authority to transact.

**“Westpac commercial credit card”** means one of the following Westpac credit cards, which at the request of the **account holder** has been issued to a **cardholder**:

- Visa BusinessChoice Charge Card, Visa Purchasing Card and Visa Corporate Card;
- MasterCard BusinessChoice Charge Card, MasterCard Purchasing Card and MasterCard Corporate Card; or
- Westpac BusinessChoice credit card;
- BusinessChoice Everyday MasterCard Charge and BusinessChoice Everyday Visa Charge Card;
- BusinessChoice Everyday Visa and MasterCard Credit Card;
- Businesschoice Everyday Credit Card available as MasterCard and Visa;
- Westpac Altitude Business Limited Edition Card;
- Westpac Virtual Purchasing Visa and MasterCard; or
- any other business or commercial credit card that Westpac may issue from time to time.

## A person must assist Zurich with their claim

When making a claim the **account holder, cardholder** or **spouse** must advise us of any details of any other insurance under which they are entitled to claim. They must also, as far as allowed by law, give us all the assistance we may require to institute proceedings against other parties for the purpose of enforcing rights or remedies to which the person would become entitled or subrogated upon, by making good any loss or damage under this policy.

## Fraudulent claims

If a claimant or anyone acting on their behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim and we may take legal action against the claimant. Also, we will inform Westpac of the situation and the claimant may no longer be eligible for this insurance or to use the **Westpac commercial credit card**.

## No claims excess payable

Neither the **account holder** nor the **cardholder** is required to pay an excess in relation to any claims made under the insurances covered in this document.

## Accountholder's unauthorised transaction insurance

### (previously known as liability insurance)

Under the Westpac Commercial Card Program, **account holders** have the reassurance of being automatically protected, as outlined in this policy, against **unauthorised transactions** made by their **cardholders**. An **unauthorised transaction** means a **Westpac commercial credit card** account transaction, which has been processed to the **Westpac commercial credit card** account of the **account holder** but was not authorised in any way by the **account holder** and/or was outside the **cardholder's** authority to transact.

Your complimentary unauthorised transaction insurance is explained below. It is in your best interests to read the information carefully and to have a clear understanding of your rights and responsibilities.

## Terms and Conditions

Zurich covers the **account holder** against **unauthorised transactions** made by the **cardholder** which are charged to the **account holder's Westpac commercial card** account on the following basis:

1. The **account holder** shall instruct its **cardholders** in writing of the limits of their authority in using their **Westpac commercial credit card**; and
2. When:
  - the **account holder** no longer wishes a **cardholder** to use their **Westpac commercial credit card**;
  - the **cardholder's** employment is terminated; or
  - the **account holder** becomes aware that **unauthorised transaction** amounts have been incurred or are likely to be incurred by the **cardholder**,the **account holder** must, if possible immediately obtain the **Westpac commercial credit card** from the **cardholder**, cut it in half and return it to Westpac at the address appearing on the **Westpac commercial credit card** statement. On the same day the **account holder** must direct Westpac to cancel the **cardholder's Westpac commercial credit card**. This direction is preferably to be made by telephone or facsimile or by any other electronic advice, which may be approved by Westpac in the future.

If the **account holder** is unable to recover the **cardholder's Westpac commercial credit card**, they must write to the **cardholder** advising them that they are no longer authorised to use the **Westpac commercial credit card** and direct the **cardholder** to return the credit card to the **account holder**.

### 3. Claim Procedure

When the **account holder** becomes aware of an **unauthorised transaction** they must:

- report the matter to the police and press charges against the **cardholder** who performed the **unauthorised transaction**; and
- complete and send to Westpac the “Notification of Claim” form (see Appendix “A”), along with a copy of the letter sent to the **cardholder** if applicable, and a copy of the police report (or quote the report number). Westpac, will forward this notification to us; and
- take all reasonable steps to recover from the **cardholder** all **unauthorised transaction** amounts transacted by the **cardholder**. In addition, the **account holder** shall utilise, where legally possible, any monies held for, or on behalf of, the **cardholder** so as to avoid or reduce any loss resulting from the **unauthorised transaction**.

On receipt of the above mentioned documentation we may send the **account holder** a claim form. The completed claim form, together with a copy of the relevant **Westpac commercial credit card** account statement(s) detailing the **unauthorised transaction(s)** are to be returned by the **account holder** to us within 30 days of receipt of the claim form. Failure to report the potential claim or to complete and return the claim form within the time stated above might result in denial of the claim.

#### 4. Limit of Cover

Our liability to pay claims is limited, in any 12 months, to A\$20,000 per **cardholder** up to a maximum of A\$150,000 per **account holder**.

#### 5. What is not covered

We shall not be liable under this policy for:

- any indirect losses or consequential liability of any kind;
- any **unauthorised transactions** which occur after the **account holder** became aware of, or should have been aware of any previous **unauthorised transactions** (e.g. receipt of a statement showing **unauthorised transactions**), but failed to report the matter to Westpac;

- any **unauthorised transactions** incurred by a director, partner, principal or owner of the **account holder** or any family members of the said directors, partners, principal or owners;
- a cardholder using the **Westpac commercial credit card** of another **cardholder**; or
- any loss caused by or resulting from any **act of terrorism**.

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**Appendix “A”**

(To be presented on your company’s letterhead)

**Westpac commercial credit card  
Notification of Claim**

The Manager  
Westpac Cards Business Solutions  
Level 3, 12-22 Langston Place  
EPPING NSW 2121

Westpac commercial credit card type:	
Westpac commercial credit card No:	
Name of cardholder:	
Address of cardholder:	
Home:	
	Postcode
Business:	
	Postcode

We wish to lodge a claim in respect of an unauthorised transaction and request a claim form to be sent to this office. In terms of the conditions applying to such a claim we hereby request and authorise you to cancel the Westpac commercial credit card specified above.

The police have been notified of this matter and a copy of the police report is attached or the police case number is:

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(Please tick the appropriate box below)

- The Westpac commercial credit card has been cut in half and destroyed by us.
- The Westpac commercial credit card was previously returned to you.
- The Westpac commercial credit card is still in the possession of the cardholder and accordingly, we have notified the cardholder that he/she is no longer authorised to use the credit card (copy of letter attached).

Signed for and on behalf of (name of accountholder)

	Date / /
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(signature of authorised officer of the accountholder)

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## Cardholder's transit accident insurance

As a **cardholder** with a **Westpac commercial credit card** you are automatically protected against certain accidental death and certain **injury** cover when you sustain an **injury** while riding as a passenger in (not as a pilot, driver or crewmember etc), or boarding or alighting a plane, tourist bus, train or ferry as outlined in this policy.

This cover is available on **trips** where prior to the **trip**, the entire payment for the **trip** was charged to the **cardholder's Westpac commercial credit card account**. In certain circumstances the benefits also extend to the **cardholder's spouse**, provided the **spouse** is travelling with the **cardholder** and before the **trip** the payment for their **trip** was also charged to the **cardholder's Westpac commercial credit card** account.

Your complimentary **cardholder's** transit accident insurance is available to you in addition to any other insurance payments or compensation you may be entitled to and is explained below. It is in your best interests to read the information carefully and to have a clear understanding of your rights and responsibilities.

### Terms and Conditions

1. The benefits listed under the Schedule of Benefits will be paid if the **cardholder** or their **spouse** suffers an **injury**, under any of the following circumstances:
  - The **injury** is sustained on a **trip** while the **cardholder** and/or their **spouse** as a paying passenger is riding in, boarding or alighting (being when you physically get on or off) the plane, tourist bus, train or ferry;
  - The **injury** is sustained while the **cardholder** and/or their **spouse** as a paying passenger is riding in, boarding or alighting (being when you physically get on or off) from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire, provided the **cardholder** and/or their **spouse** are travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following the scheduled **trip**;

- When, by reason of an **accident** specified above, the **cardholder** and/or their **spouse** are unavoidably exposed to the elements and, as a result of such exposure, suffer an **injury** for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this policy; or

If the body of the cardholder and/or their spouse has not been found within one year of the date of their disappearance arising out of an accident which would give rise to a loss as specified above, it will be presumed that they suffered loss of life as a result of the accident at the time of their disappearance.

## 2. Schedule of Benefits

When an **accident** results in any of the following injuries within one year after the date of the **accident**, Zurich will pay the amount shown opposite the said **injury** regardless of any other benefit the **cardholder** or **spouse** may be eligible for. A benefit payable under this policy will be paid to the **injured** person or, in the event of their death the benefit will be paid to their legal representative(s).

If a **cardholder** or **spouse** sustains more than one **injury** resulting from one **accident**, only the Benefit Amount for the greater **injury** will be paid.

injury	BENEFIT AMOUNT – A	BENEFIT AMOUNT – B
Loss of Life	A\$100,000	A\$25,000
Both hands and/or both feet	A\$100,000	A\$25,000
One hand in conjunction with one foot	A\$100,000	A\$25,000
The entire sight of both eyes	A\$100,000	A\$25,000
The entire sight of one eye in conjunction and one hand or one foot	A\$100,000	A\$25,000
One hand or one foot or the entire sight of one eye	A\$40,000	A\$25,000

Benefits payable under this policy will be paid as follows:

- **BENEFIT AMOUNT – “A”** amount will be paid to the **cardholder** or **spouse** or, if the **cardholder** or **spouse** is a minor, the amount will be paid to their legal guardian. When the benefit is payable due to Loss of Life, the amount will be paid to their legal representative(s).
- **BENEFIT AMOUNT – “B”** amount will be paid to the relevant **account holder’s Westpac commercial credit card** account.

The most Zurich will pay in claims under this policy, that results from one incident (eg. a bus crash) is A\$1,000,000 regardless of the number of **cardholders injured** in the incident.

This means that if as a result of one incident a number of **cardholders** were **injured**, Zurich would pay each **cardholder** and **account holder** on a proportional basis (using the above schedule) up to a total of A\$1,000,000. Therefore if say 10 **cardholders** lost their lives in the same bus crash, Zurich would pay A\$80,000 to each of their legal representatives and A\$20,000 to each of their **Westpac commercial credit card** accounts.

## 2 Claim Procedure

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

If **you** want to make a claim, please phone Zurich within 30 days of learning of an incident, likely to result in a claim under this insurance on 1800 285 189.

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

We may also require further documentation or material in support of the claim. This may include (but is not limited to):

- medical reports;
- doctors’ certificates;
- post-mortem examinations (would be at Zurich’s expense);
- credit card statements;
- itineraries;
- travel receipts;

- police reports; and
- letters/reports from carriers

### 3 What is not covered

We shall not be liable under this policy for any loss, fatal or non-fatal, caused by or resulting from:

- suicide or self-destruction, or any attempt at suicide or self-destruction, while sane or insane;
- a hijack or war or war-like hostilities;
- a **cardholder's** or **spouse's** illness or sickness;
- any **act of terrorism**; or
- radioactive contamination; or
- consequential loss or damage, punitive damages;
- an intentional or illegal or criminal act of:
  - the **cardholder** or **spouse**; or
  - a person acting on behalf of the **cardholder** or **spouse**; or
  - the **cardholder's** or **spouse's** designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

### Flight Inconvenience Insurance

As a **cardholder**, with a **Westpac commercial credit card** who pays for their **flight** in full on their **Westpac commercial card**, you are automatically entitled to reimbursement for certain costs for meals and refreshments, clothing, shoes and toiletries purchased as a result of flight delays or missed connections as outlined below.

Your complimentary **cardholder's** flight inconvenience insurance is available to you in addition to any other insurance payments or compensation you may be entitled to and is explained below. It is in your best interests to read the information carefully and to have a clear understanding of your rights and responsibilities.

# Terms and Conditions

## 1 Flight Delay

If either the **cardholder's flight** or the boarding of their intended **flight** is delayed by 90 minutes or more and no alternative transport is made available within 90 minutes, the **cardholder** is entitled to A\$125 reimbursement for meals and refreshments they have whilst waiting to board their flight.

## 2 Missed Connection

If as result of a preceding **flight** being delayed the **cardholder** misses their connecting **flight** and there is no alternative transport or alternative **flight** available within 90 minutes, they are entitled to A\$125 reimbursement for meals and refreshments the have prior to boarding the connecting flight or taking alternative transport.

## 3 Hour Luggage Delay

If following a **flight** of 2 hours or more, the **cardholder's** luggage containing their clothes, shoes and/or toiletries is delayed in getting to them for over 4 hours, they are entitled to A\$275 reimbursement for clothing, shoes and toiletries they purchase prior to obtaining their delayed luggage.

## 4 24 Hour Luggage Delay

If following a **flight** of six hours or more, the **cardholder's** luggage containing their clothes shoes and/or toiletries is delayed in getting to them for over 48 hours, they are entitled to A\$1,000 reimbursement for clothing, shoes and toiletries they purchase prior to obtaining their delayed luggage.

## Claim Procedures

Please do not contact Westpac in the event of a claim as they are not involved in processing these insurance claims.

In the event a claim you must contact Zurich on 1800 285 189 within 30 days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned to us within 30 days of receiving the loss report. Failure to report an event likely

to result in a claim or to fully complete and return to us the loss report (if required) within the times stated above may result in denial of the claim.

You must also provide us with the information and evidence reasonably required by us to justify your claim. Including (but not limited to) the following:

- evidence that the entire cost of the ticket for the flight (or intended flight) was charged to **Westpac commercial card** account; and
- evidence of the delay, including in the case of luggage delay, a lost property/delayed property report issued by the airline; and
- the receipts for any purchases you are claiming for.

### **What is not covered**

We shall not be liable under this policy for:

- any indirect losses or consequential liability of any kind; or
- any loss caused by or resulting from any **act of terrorism**.

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The information in this brochure is current as at 30 August 2010.

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