

earthplatinum

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Earth Platinum
Concierge Service
Terms and Conditions.

Effective 29 September 2008

We would ask you to take some time to read through these Terms and Conditions, as they contain important information regarding the use of your Earth Platinum card, as well as details on specific services and insurance benefits.

Should you have any questions relating to any aspect of Earth Platinum, please call our Priority Service Line on 1300 859 100.

Earth Platinum Credit Cards Concierge Service.

1. Definitions.

1.1 Platinum Concierge Services.

Platinum Concierge Services is a service benefit offered 24 hours a day, seven days a week by calling **1300 859 100** or **+61 2 9374 7082** and covers the following assistance services:

- Travel Emergency Assistance (including Emergency Medical Assistance and Legal Assistance).
- Lifestyle Services.

1.2 Assistance Providers.

Platinum Concierge Services is a service benefit of the Westpac Earth Platinum Cards. Westpac Banking Corporation (“Westpac”), the issuer of Westpac Earth Platinum Cards shall utilise the services of reputable third parties in the provision of services falling under Platinum Concierge Services.

1.3 Cardholders.

For Platinum Concierge Services, Cardholders are defined as:

- Westpac Earth Platinum Cardholders.
- Westpac Earth Platinum Additional Cardholders.

2. Eligibility.

Local + Overseas Travel Emergency Assistance.

- Travel Emergency Assistance is valid for trips for a maximum duration of 90 consecutive days, in the case of accident and emergency only.

Local + Overseas Lifestyle Services.

- Lifestyle Services are valid locally and worldwide.

3. Travel Emergency Assistance.

3.1 Travel Assistance.

The following services are available under Travel Emergency Assistance worldwide.

3.1.1 Emergency Card Replacement.

3.1.2 Information on preparing for a journey.

3.1.3 Information on customs and duty regulations.

Platinum Concierge Services shall provide information relating to customs and duties on goods carried into countries/cities including the quantity of duty – free goods travellers are permitted to take into such countries/cities. Platinum Concierge Services reserve the right to provide information only on goods carried for personal use.

3.1.4 Information on foreign exchanges rates.

Platinum Concierge Services shall provide official foreign exchange rates and value added taxes of foreign countries.

3.1.5 Referrals to Embassies or Consulates.

Platinum Concierge Services shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide whenever necessary.

3.1.6 Referrals to AMEX Travel Service Offices (“TSOs”) worldwide.

Platinum Concierge Services shall provide address, telephone number and hours of opening of the nearest American Express TSO.

3.1.7 Replacement of broken, lost or stolen glasses or contact lens.

Platinum Concierge Services will arrange and organise transportation of replacement spectacles or contact lenses left behind or lost, provided that the Cardholder is able to provide sufficient information to Platinum Concierge Services to locate the optical provider regularly

used by him/her. Platinum Concierge Services will pay costs of research, transport, and packing. The cost of replacement lenses, spectacles and any costs incurred due to import duties or taxes will be charged to the Earth Platinum card account (the “Cardholder’s account”) within 30 days from the date of shipment.

3.1.8 Emergency Cash Advances.

In the event of lost or stolen cash, Travellers Cheques, credit and charge cards or in the event that there are no branches of Westpac, TSOs or ATMs available at the Cardholder’s location, Platinum Concierge Services shall advance cash to the Cardholder of up to US\$1,000 for each and every case required by the Cardholder (free telephone assistance, related handling fee to be borne by Cardholder, and the cash advance amount to be charged to Cardholder’s account, and subject to authorisation by Westpac). This will be billed to the Cardholder’s account within 30 days from the date of the service.

3.1.9 Lost Luggage Assistance.

Platinum Concierge Services shall provide assistance in locating lost luggage and shall provide to the Cardholder regular updates on the location status.

3.2 Travel Medical Assistance.

3.2.1 Referrals to medical services.

Platinum Concierge Services will provide the Cardholder with the name, address, telephone number and if requested by the Cardholder and if available, the office hours and the level of English language proficiency of Physicians (including both General Practitioners and Specialists), Hospitals, Clinics, Dentists and Dental Clinics (collectively referred to as “Medical Service Providers”), ambulances, private duty nurses, services for disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment. Wherever possible, the Cardholder will be provided with the details of two or more providers. The final selection of the provider shall be the responsibility of the Cardholder.

3.2.2 Dispatch of a doctor on the spot.

If the Cardholder's condition or the circumstances require it, the cost of health treatment and any doctor's fees shall be borne by the Cardholder.

3.2.3 Hospital Admission.

Organisation of hospital admission and, if requested, the guarantee of medical expenses (to be charged to Cardholder's account and subject to authorisation by Westpac).

3.2.4 Dispatch of necessary medicines which cannot be found locally.

If medical supplies are necessary for treatment of an unforeseeable disease or accident and cannot be obtained locally, Platinum Concierge Services will do its utmost to obtain and dispatch them to the Cardholder at the earliest possible time. The cost of such medicines, any duties and taxes, if applicable, will be borne by the Cardholder. These will be billed to the Cardholder's account within 30 days from the date of the service.

3.2.5 Transfer of lost or forgotten prescriptions.

If allowed by applicable law, Platinum Concierge Services will use its best endeavours to facilitate the transfer of a prescription from a Cardholder's home pharmacy to a local pharmacy. The cost of transfer, any duties and taxes, if applicable will be borne by the Cardholder. These will be billed to the Cardholder's account within 30 days from the date of service.

3.2.6 Medical Assessment of treatment received locally/Medical monitoring.

Platinum Concierge Services shall take all reasonable steps to arrange and obtain a medical assessment of the treatment of a Cardholder and co-ordinate and, where it is medically advisable in the opinion of a physician designated by Platinum Concierge Services (Designated Physician), monitor the local treatment until the Cardholder is released from treatment or is sent home. Platinum Concierge Services warrants that Designated Physician of the relevant jurisdiction be of good repute and not have been the subject of any reprimand or

malpractice proceedings. These steps include but are not limited to:

- (a) The Designated Physician shall follow up with the local physician, discuss the preliminary diagnosis and evaluate the recommended treatment based on the information made available to the Designated Physician; and
- (b) The Designated Physician will contact the local treating physician throughout the treatment period, when deemed medically advisable, to monitor the progress of the Cardholder and to determine the adequacy and necessity of treatment being provided to the Cardholder. In cases where the Designated Physician does not deem it medically advisable to contact the local attending physician every 48 hours, or more frequently, while the Cardholder is in a hospital, a representative from Platinum Concierge Services will contact the Cardholder at least every 48 hours, if possible, and if not, will contact the local physician in order to monitor the progress of the Cardholder.

3.2.7 Medical Evacuation and Repatriation.

If the Designated Physician determines that the Cardholder is not receiving adequate treatment locally, Platinum Concierge Services will organise his/her transfer to a more appropriate hospital, at no cost to the Cardholder. If necessary, depending on the injury or illness and if medically advisable, the Cardholder will be repatriated to the medical centre closest to his/her usual place of residence. If transportation is required, it will be arranged by one of the following options: First Class train, couchette or sleeping car, taxi, ambulance, air (on a scheduled flight, business class where possible), or air ambulance. Repatriation will not be provided for illnesses or injuries of a mild nature, which can be treated locally and do not prevent the Cardholder from continuing their journey.

3.2.8 Repatriation of dependent children.

If dependent children aged 23 years old or younger, travelling with the Cardholder at the time of injury or sickness of the Cardholder, are left unattended, Platinum Concierge Services shall arrange and pay for one-way

economy class transportation to return the children to their usual place of residence. Should it be necessary for the children to be accompanied by an attendant, Platinum Concierge Services shall pay for a qualified escort to accompany the children.

If the child of a Cardholder or a member of the Cardholder's family designates a return destination other than the Cardholder's principal residence, Platinum Concierge Services shall make the travel arrangements, purchase the tickets and pay for such travel, up to the cost of travel to the usual place of residence of the Cardholder. Any additional expenses incurred for and on behalf of the Cardholder will be charged to the Cardholder's account.

3.2.9 Transportation of a Travelling companion.

If a decision is made to evacuate or repatriate a Cardholder to another hospital or treatment facility, Platinum Concierge Services will provide for one-way air transportation for one travelling companion who is covered under this agreement (the Covered Travelling Companion) to return to the usual place of residence of the Cardholder under the following circumstances:

- (a) If the original ticket of the Covered Travelling Companion has become invalid as a result of delay caused by the illness or injury of the Cardholder the class of air transportation will be the same, if available, as the Covered Travelling Companion's original ticket; and
- (b) If the Travelling Companion holds no ticket to return to the usual place of residence, Platinum Concierge Services will provide for one-way economy class transportation. If the Covered Travelling Companion designates a return other than the usual place of residence of the Cardholder, Platinum Concierge Services shall make the travel arrangements, purchase the tickets and pay for such travel up to the cost of the travel to the usual residence of the Cardholder, as provided above. Any additional expenses incurred for and on behalf of the Cardholder will be charged to the Cardholder's account.

3.2.10 Transportation of the travelling companion to the new place of hospitalisation.

When Platinum Concierge Services moves a Cardholder from one hospital to another, other than a medical facility near his/her usual place of residence, Platinum Concierge Services shall arrange and pay for one travelling companion of the Cardholder or a family member who is with a Cardholder, but not both, to travel to the new hospital location. The travelling companion will use the same mode and class of transport as the Cardholder, whenever practicable.

3.2.11 Visit of an Immediate Family Member to the Cardholder's Hospital Bedside.

Platinum Concierge Services shall arrange and pay for emergency round trip economy class transportation for one member of the family of the Cardholder to travel to the place of treatment if:

- (a) The Cardholder is travelling alone or with a child of 23 years or younger, or with a travelling companion who is not a family member and who has been required to leave the Cardholder; and
- (b) A Designated Physician, in consultation with the local physician, reasonably anticipates that the Cardholder will be hospitalised for 10 consecutive days or more. Platinum Concierge Services shall arrange accommodation for the family member but shall have no responsibility for the cost of the accommodation, meals or other expenses of the family member.

3.2.12 Emergency hotel expenses.

Platinum Concierge Services will arrange and pay up to US\$200 per night for a hotel room, up to a maximum of 5 nights, in case the Cardholder has to remain in the country where travelling for emergency medical treatment or further medical check ups, or for the purpose of convalescence monitored and agreed by a Designated Physician, if this treatment will extend the trip duration of the Cardholder beyond his/her original plans.

3.2.13 Return home on the death of a relative.

Platinum Concierge Services shall make travel arrangements and pay for the cost of the Cardholder,

including but not limited to purchasing an economy class airline ticket, to return as soon as possible to his/her usual place of residence in the event of death of a relative, in order to attend the deceased's funeral, of any one of the following residing in Australia: father, mother, parent-in-law, legal spouse, child, brother or sister, provided the Cardholder's travel ticket is not valid for an early return to his/her usual place of residence.

3.2.14 Repatriation of Mortal Remains.

In case of death of the Cardholder, Platinum Concierge Services shall arrange the prompt transportation of the mortal remains back to his/her principal place of residence.

Platinum Concierge Services shall pay all associated expenses, including up to US\$700 for a coffin or other encasement of remains suitable for travelling purposes, excluding the cost of any ceremonies or burial. The choice of coffin or encasement is at the discretion of Platinum Concierge Services.

3.3 Restrictions to 3.2.6.

3.3.1 There may be certain countries where emergency medical assistance services are not available or capabilities may be limited. The following conditions restrict the ability to render these standard assistance services: War/civil strife/ invasion, natural disasters, riots/terrorist activities/hostilities; strikes or industrial actions; circumstances where there is danger of explosion/nuclear radiation/economic sanctions etc.

3.3.2 In the event of a medical emergency, when the Designated Physician, in consultation with a local attending physician, determines it is medically necessary for the Cardholder to be transported to a different hospital or repatriated to his/her usual country of residence for proper medical treatment, Platinum Concierge Services will arrange and pay for the transport under proper medical supervision.

All decisions as to the medical need for evacuation/repatriation, the means and/or timing of any evacuation/repatriation, the medical equipment and medical crew to be used, and final destination, are medical decisions

which will be made by the Designated Physician in consultation with a local attending physician based on medical factors, and their decisions shall be conclusive in determining the need for such services.

3.3.3 Except for Designated Physicians, the health care professionals, and/or any other professional who provides the services enumerated herein, are independent contractors and Platinum Concierge Services shall not be liable for the negligence or other wrongful acts or other omissions of such health care professionals.

3.4 Medical Assistance Exclusions.

3.4.1 Pre-existing medical conditions.

Platinum Concierge Services shall have no obligation to provide medical assistance where the illness giving rise to the necessity of medical attention falls within any of the following categories: illness arising from a medical condition which existed prior to the period of a Covered Trip (unless the treating practitioner or treating specialist has given specific written confirmation of fitness to travel prior to departure); sickness and bodily injury resulting from the use of drugs; attempted suicide or mental illness; premature birth or miscarriage within three months of the estimated date of delivery.

3.4.2 Repatriation of persons.

Platinum Concierge Services shall have no obligation to repatriate the Cardholder in case of the following: Illness or injuries of a mild nature which can be treated on the spot or which do not prevent the Cardholder from continuing his journey, fractures and sprains of a mild nature, chronic diseases, pregnancies unless an unforeseeable complication arises (limited to the first six months of pregnancy), abortions, recovery periods of an illness contracted before the beginning of the journey, (unless the treating practitioner or treating specialist has given specific written confirmation of fitness to travel prior to departure), attempted suicide, accidents occurring while the Cardholder is participating in any official sports contest, injuries or accidents occurring within 180 days from when bodily injury or illness covered under this Agreement was sustained or contracted.

3.4.3 Restrictions Related to Repatriation/Evacuation.

Platinum Concierge Services shall not be liable for costs, actions or decisions by the Cardholder or representative to engage the services of other assistance companies or persons for the purposes of repatriation or evacuation. However, in the unusual circumstance that the Cardholder is in a remote place with no means of either themselves or a close person being able to contact Platinum Concierge Services, and any delay may result in loss of life or severe prejudice to the Cardholder, then Platinum Concierge Services shall pay for the costs of evacuating the person to the nearest place where Platinum Concierge Services can be contacted, either by the Cardholder or close person.

3.5 Limitation of Guarantee.

When Platinum Concierge Services organises a repatriation or other transportation, and if the covered claim does not oblige Platinum Concierge Services to change the date on which the Cardholder has initially planned to go back home, or if the Cardholder's ticket can be modified, Platinum Concierge Services shall ask the Cardholder to use his/her ticket.

In instances where Platinum Concierge Services has paid the Cardholder's transportation back home, the Cardholder shall send his unused ticket to Platinum Concierge Services.

3.6 Travel Assistance.

3.6.1 Legal Services.

3.6.1.1 Referrals and Advance of Lawyers Fees.

Platinum Concierge Services shall provide the Cardholder with the name, address and telephone number of a local lawyer.

Wherever possible the Cardholder shall be referred to two or more lawyers. Although the final selection of a lawyer shall be the responsibility of the Cardholder, Platinum Concierge Services guarantees that any lawyer to which it refers the Cardholder shall be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings. Platinum

Concierge Services shall advance emergency funds to the Cardholder to pay for fees and costs associated with such representation, up to US\$10,000. This amount will be billed to the Cardholder's account within 30 days from the date of advance of the legal fee.

3.6.1.2 Advance of Bail Bond.

Platinum Concierge Services shall attempt to secure and properly post, where possible, bail bonds for the Cardholder, up to US\$10,000, for each and every incarceration occasioned as a result of a traffic accident or an administrative complication. The bond cost shall be borne in full by the Cardholder and will be billed to the Cardholder's account within 30 days from the date of posting of the bond, for repayment.

3.6.1.3 Conditions.

The total advance for legal services and bail bonds is limited to US\$10,000 for each and every incident.

If the Cardholder does not attend the court hearing at the arranged date, Platinum Concierge Services may launch immediate action to recover the loss of the bail bond and pursue the Cardholder for immediate repayment.

3.6.2 Referrals to Translation Services.

Platinum Concierge Services will provide the Cardholder with the name, address, telephone number and if requested by the Cardholder and if available, the office hours.

3.6.3 Dispatch of Interpreter.

Platinum Concierge Services will provide the service if requested by the Cardholder. The cost of translation and any related costs shall be borne by the Cardholder.

3.6.4 Assistance in locating lost articles.

Platinum Concierge Services will provide the service if requested by the Cardholder. All related costs shall be borne by the Cardholder.

4. Lifestyle Services.

Lifestyle Services cover all types of personal assistance and lifestyle services including:

- a. Flight Information.
- b. Sourcing, purchasing, and delivery of tickets for theatre shows, concerts, and sporting events.
- c. Sourcing and arranging hospitality packages.
- d. Providing details of events and shows in cities worldwide.
- e. Fine dining, restaurant referrals and reservations.
- f. Hotel information, referrals & reservations.
- g. Car rental, limousine & car service information, referrals and reservations.
- h. Mail/Fax travel destination package (major cities only).
- i. Country & major cities Information:
 - Festivals/museums/music entertainment information.
 - Time/house/holiday information.
- j. Health Club information, referrals, reservations.
- k. Golf tee time information & reservations.
- l. Shopping location information.
- m. Floral arrangement and delivery.
- n. Party planning for special occasions.
- o. Arrangement and appointment booking of hairstylist /make-up artist for special event.
- p. Arrangement and appointment with qualified personal fitness trainer.
- q. Stress relief massage therapy.
- r. Gift Sourcing:
 - Gift arrangements.
 - Gift basket.
 - Floral arrangement.

- s. Referrals to American Express Selects Program.
- t. Referrals to providers of goods & services.
- u. Sourcing, purchasing and delivery of goods.
- v. Referrals to conference and business services.
- w. Computer rental, audio/visual equipment referrals and arrangements.
- x. Help with relocating to another country.

4.1 Lifestyle Services Conditions.

The Cardholder will be informed of the cost and options, if available before any booking or purchase is made on behalf of the Cardholder. Platinum Concierge Services will not incur costs on behalf of the Cardholder unless his/her prior consent has been received. Any ticket purchases once authorised and confirmed by the Cardholder will be deemed non-refundable on non-exchangeable items. Platinum Concierge Services will always strive to secure the best seats available according to the Cardholder's specific request and price range.

4.2 Charges.

Platinum Concierge Services will endeavour to provide the Cardholder with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. The Cardholder will not be charged for research and/or co-ordination services performed by Platinum Concierge Services (including for any telecommunication charges associated with fulfilling a request and costs incurred in utilising the Platinum Concierge Services international network of agents/correspondent companies). Platinum Concierge Services will use its best efforts to source reasonably priced shipping and delivery charges for goods or services purchased on behalf of Cardholder.

The following are the responsibility of the Cardholder:

- Costs of goods/services purchased.
- Any deposit paid.
- Costs of cancellation.
- Delivery/shipping costs including insurance costs.
- Custom duties and import taxes.

- Costs incurred in transferring funds to fulfill a request.
- Funds advanced to fulfill a request.

To the extent possible, goods and services acquired on behalf of the Cardholder will be charged directly by the service establishment to the Cardholder. If Platinum Concierge Services advances funds for goods or services, Platinum Concierge Services shall bill that amount to the Cardholder's account. If the transaction is in a currency other than Australian Dollars the amount shall be converted to Australian Dollars at the prevailing foreign exchange rate detailed in the Wall Street Journal on the day the payment is effected to the establishment and a surcharge of 1% of the transaction amount will be levied.

4.3 Exclusions in locating goods.

Platinum Concierge Services will not locate goods and services mentioned in clause 4 requested for large-scale commercial use, or locate goods and services mentioned in clause 4 abroad when customs regulations prohibit the shipping of the items to the Cardholder. Platinum Concierge Services will not locate items, which are prohibited under applicable law or which contravene popular moral or ethical standards.

4.4 Purchase and Shipping Restrictions.

Platinum Concierge Services will purchase and ship gifts on behalf of the Cardholder, provided such goods are for personal use and a shipping agency can be located to ship the requested quantity of items and provide insurance to the total value of the items. Platinum Concierge Services will not arrange the purchase or delivery of any commercial consignment.

Platinum Concierge Services will purchase and ship items in accordance with international shipping regulations and will observe the customs and excise restrictions in force. The Cardholder will be informed if customs, excise and value added taxes are applicable. The Cardholder is responsible for any such levies. Platinum Concierge Services requires that all items shipped must be insured for the full purchase value and such insurance costs shall be borne by the Cardholder. If the Cardholder refuses to do so, he/she will be referred to the shipping agent to make arrangements direct.

4.5 Restaurant Reservations.

Platinum Concierge Services will recommend restaurants to Cardholders and secure reservations, subject to availability.

4.6 entré and American Express Selects programs.

Participating merchants and clubs provide special offers for the exclusive use of Cardholders. Cardholder reservations must be made through the Platinum Concierge Services.

Details of merchants and clubs participating in the entré and American Express Selects programs will be provided by American Express and Westpac and are subject to change.

4.7 Cancellation Charges.

In the event that a Cardholder cancels a reservation in an establishment participating in the entré or American Express Selects programs or any other promotions at short notice, the Cardholder may be liable for a cancellation charge which will be billed to the Cardholder's Platinum account. Any cancellation charges that may apply will be advised at the time of booking.

4.8 Lifestyle Services Exclusions.

The following will not be provided by Platinum Concierge Services:

- (a) Any request involving the use of illegal channels, requests deemed as immoral and or unethical (e.g. invasion of privacy) or requests which contravene any applicable laws in force.
- (b) Services in countries which are the subject of US Government sanctions.

5. General Conditions and Exclusions for Platinum Concierge Services.

- (a) Any fraudulent act, forgery, false or misleading evidence or omissions on the part of the Cardholder shall automatically end all obligations to provide the Cardholder with assistance services on that particular occasion.
- (b) Platinum Concierge Services shall use all available means to provide all assistance services as detailed in these Terms and Conditions. However, Platinum Concierge Services shall not be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to: natural disasters; civil war; armed rebellion or conflict; war; insurrection; military acts of foreign nations; revolution; riots by collective action involving threats and actual disturbance authorities to permit such services; all acts of sabotage of terrorism; radioactivity; nuclear war; toxic fallout; volcanic eruption and all "Acts of God".
- (c) As a general rule, Platinum Concierge Services shall not reimburse any costs for which it was not contacted by the Cardholder in the first instance in accordance with these Terms and Conditions.

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