

Commercial Cards

Insurance Policy

Effective 1 June 2015



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Important information about the insurance

This document contains details of the complimentary insurance benefits for **Westpac commercial credit cards**. The complimentary insurance benefits are only available to **account holders** or **cardholders** of the following eligible **Westpac commercial credit card** accounts:

- 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.

The complimentary insurance benefits apply to events that are covered under this policy, which occur on or after 1 June 2015.

Where insurance benefits are applicable, the benefits are provided automatically to **account holders** and **cardholders** pursuant to the Credit Card Insurance Agreement dated 1 June 2015 between Westpac Banking Corporation ABN 33 007457141, AFSL and Australian credit licence 233714 of 275 Kent Street, Sydney, NSW ("Westpac") and QBE Insurance (Australia) Limited ("QBE"), ABN 78 003 191 035 AFS Licence No. 239545 of 2 Park Street, Sydney NSW 2000. In this document, QBE may also be expressed as 'we', 'us', 'our', 'insurer' or 'product issuer'.

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.

QBE is the product issuer of the policies detailed in this document and these benefits are provided at no additional cost to the **account holder** and **cardholder**. Westpac is not the product issuer (insurer) of these policies and neither it nor any of its related corporations guarantee any of the benefits under these covers and Westpac does not receive any commission or remuneration in relation to these benefits. Neither Westpac nor any of its related corporations are Authorised Representatives of QBE or any of its related companies.

Termination of these covers

Westpac may terminate the benefits under any one or all of the insurances 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

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. You should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;

- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: complaints@qbe.com.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Find out more about the code from: www.codeofpractice.com.au

Complaints

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint, you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

Phone 1300 650 503 (Monday to Friday, 9am to 5pm AEST)

Email complaints@qbe.com

Post Customer Care
GPO Box 219
PARRAMATTA NSW 2124

Step 2 – Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will provide our final decision within 15 business days of your complaint being escalated, unless they have requested and you have agreed to give them more time.

Step 3 - Still not resolved?

If you're not happy with our decision, you can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body. You can also contact FOS if we've taken more than 45 days to respond to you from the date you first made your complaint.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to you. QBE is bound by FOS' decisions - but you're not. If you wish to access FOS, you can contact them:

Phone 1300 780 808 (Office Hours: 9am - 5pm AEST
Monday - Friday)

Email info@fos.org.au

Online www.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.

'**A\$**' means Australian Dollars

'**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 credit 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 QBE.

'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 QBE with their claim

We may at any time, at our expense and in the **account holder**, **cardholder** or **spouse's** name, use all legal means available to them of securing reimbursement for loss or damage arising under this policy. In the event we do so, the **account holder**, **cardholder** or **spouse** agrees to give all reasonable assistance for that purpose.

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.

Account holder'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

QBE covers the **account holder** against **unauthorised transactions** made by the **cardholder** which are charged to the **account holder's Westpac commercial credit 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

Please use the following policy number when making a claim:

Account holder's unauthorised transaction insurance
WP01000008-00

What to do in the event of a claim

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 or as soon as possible 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 insured for 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**. If the **cardholder** is eligible for this insurance, 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**, QBE 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 QBE 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**, QBE 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, QBE 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 use the following policy number when making a claim:
Cardholder's transit accident insurance
WP01000004-00

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 QBE within 30 days or as soon as possible of learning of an incident, likely to result in a claim under this insurance on 1800 091 710.

Where necessary, we may require you to complete a written loss report which must be returned to us within 30 days or as soon as possible 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 QBE'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).

Cardholder's flight inconvenience insurance

As a **cardholder**, with a **Westpac commercial credit card** who pays for their **flight** in full on their **Westpac commercial credit 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 use the following policy number when making a claim;
Cardholder's flight inconvenience insurance
WP01000010-00

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 QBE on 1800 091 710 within 30 days or as soon as possible 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 or as soon as possible 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 credit 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**.

