

hum90 Platinum Mastercard

Complimentary Insurance Terms and Conditions

Under a policy of group insurance (the “**Group Policy**”) which has been issued to the Policyholder by AIG Australia Limited of Level 19, 2 Park Street Sydney NSW 2000 (AIG), You (as defined below) are entitled to the insurance coverage detailed in these terms and conditions. Such coverage is however subject to the terms and conditions contained herein.

I. PREAMBLE AND DISCLOSURES

Terms capitalised in this preamble and disclosure section carry the meaning given to them or as detailed in the Definition section below.

This document contains important information about Your (as defined below) rights and obligations under the Group Policy and sets out the terms, conditions and exclusions relevant to the coverage provided under the Group Policy.

The Policyholder is a group purchasing body under the ASIC Corporations (Group Purchasing Body) Instrument 2018/751 (the “**Instrument**”) and has arranged the coverage under the Group Policy issued to the Policyholder by the Insurer.

This document also constitutes the necessary disclosure required by the Policyholder as a Group Purchasing Body under the Instrument issued by the Australian Securities and Investments Commission. The Policyholder is not an Australian Financial Services Licensee as provided for under the *Corporations Act 2001* nor is it an authorised representative (as such term in understood in the Corporations Act 2001) of any Australian Financial Services Licensee.

The Policyholder and the Card Issuer are not the issuer of the insurance coverage. The Card Issuer does not arrange or provide any financial advice in relation to coverage under the Group Policy. The Policyholder, the Card Issuer and any of their related corporations do not guarantee any of the benefits under the Group Policy nor are they under any financial or monetary obligation under the Group Policy. You however are a beneficiary under the Group Policy. This means that subject to the terms, conditions and exclusions of the Group Policy, You have a right to claim under the Group Policy. The Insurer will assess whether your claim is covered and, if the Insurer decides that you have a valid claim, any amount payable under the Group Policy will be paid by the Insurer.

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

The Policyholder, the Card Issuer and any of their related corporations are not Authorised Representatives (under the *Corporations Act 2001 (Cth)*) of the Insurer. The Policyholder and the Card Issuer are not authorised to provide any financial advice in respect of the coverage under the Group Policy. You should consider obtaining Your own financial product advice about the coverage under the Group Policy from a person who is able to give such advice under an Australian Financial Services Licence.

If the Group Policy is terminated, any claim arising prior to such date of termination will, subject to the terms of the Group Policy, not become invalid solely due to the termination of the Group Policy. Please see below under Section V Parts A and B respectively as to the period of coverage for Purchase Protection and Price Protection.

The Policyholder will give You prior written notice if the Group Policy ends but does not need to notify You if the Group Policy is amended, renewed or replaced such that substantially similar cover applies or will apply. If You are not provided with such notice, the Policyholder is liable to compensate You for any loss or damage You may suffer as a result of the Policyholder's failure to notify You.

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

AIG Australia Limited
Level 19, 2 Park Street
Sydney, NSW 2000
Australia
APAC.Mastercard@aig.com

Code of Practice

The Insurer is a signatory to the General Insurance Code of Practice (“**Code**”). The Code sets out the minimum standards of

service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

The Insurer is committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit www.codeofpractice.com.au.

Dispute Resolution

The Insurer (“**We/Us/Our**”) strives to provide an efficient, honest, fair and transparent standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, We realise that You will want to let Us know and may wish to make a complaint.

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

What should You do if You have a complaint?

You can register a complaint by telephoning Us on 1800 339 669, lodging Your complaint on Our website, or by writing to:

The Compliance Manager
AIG Australia Limited
Level 13, 717 Bourke Street
Docklands VIC 3008

As soon as We receive Your complaint, We will take all possible steps to resolve it. You will receive a written response to Your complaint within 15 working days, unless We agree a longer timeframe with You.

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

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

If You wish to have Your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to Your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing Your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC
AIG Australia Limited
Level 12, 717 Bourke Street
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to You within 15 working days of the date You advise Us You wish to take Your complaint to the Committee.

If We are unable to provide a written response setting out the final decision, We will keep You informed of progress at least every 10 days.

If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within 45 calendar days, You may be able to take Your matter to an independent dispute resolution body, the Australian Financial Complaints Authority (“**AFCA**”). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne, VIC 3001

Tel: 1800 931 678 (local call fee applies)

Email: info@afca.org.au

Internet: <http://www.afca.org.au>

You should note that use of the AFCA scheme does not preclude You from subsequently exercising any legal rights, which You may have if You are still unhappy with the outcome. Before doing so however, We strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within the AFCA's terms of reference, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to You.

PRIVACY NOTICE

This notice sets out how the Insurer ("AIG") collects, uses and discloses personal information about:

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

Further information about Our Privacy Policy is available at www.aig.com.au or by contacting Us on 1300 030 886 or at australia.privacy.manager@aig.com.

How We Collect Your Personal Information

AIG usually collects personal information from You or Your agents.

AIG may also collect personal information from:

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

Why We Collect Your Personal Information

AIG collects information necessary to:

- underwrite and administer Your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise You of Our and other products and services that may interest You.

You have a legal obligation under the *Insurance Contracts Act 1984 (Cth)* to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

To Whom We Disclose Your Personal Information

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

- Your or Our agents, entities to which AIG is related, reinsurers, contractors or third-party providers providing services related to the administration of the Group Policy;
- banks and financial institutions for policy payments;
- Your or Our agents, assessors, third-party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

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

You may request not to receive direct marketing communications from AIG.

Access to Your Personal Information

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

In some circumstances permitted under the *Privacy Act 1988 (Cth)*, AIG may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

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

Consent

If applicable, Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

II. SUMMARY OF COVER

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

Insurance Coverage	Benefit Amount per Eligible Cardholder (AUD)
Purchase Protection	Per Occurrence Limit: AUD 1,650 Annual Aggregate Limit: AUD 1,650 Excess: NIL
Price Protection	Per Occurrence Limit: AUD 800 Annual Aggregate Limit: AUD 1,650 Excess: NIL

Each insurance benefit limit described in this document is in Australian Dollars (AUD). Payment of claims will be made in Australian Dollars (AUD).

Claim Amount and Excess

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

No Excess is payable by You.

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

III. DEFINITIONS

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

Accidental Damage means items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.

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

Business means: (i) a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or, (ii) any other activity engaged in for money or other compensation.

Card Issuer means humm Cards Pty Limited.

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

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

Customized/Personalized Items means items that may have been specially ordered by the Eligible Cardholder, e.g. shoes/shirts with printed name on etc.

Eligible Card(s) means humm90 Platinum Mastercard cards which have been issued by the Card Issuer in Australia.

Eligible Cardholder(s)/Insured Person(s)/You/Your means an individual who has been issued an Eligible Card, including supplementary Cardholders on the same account, in Australia.

Excess means a monetary contribution You are required to pay towards a claim You make on the Group Policy.

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

Group Policy Period means the period beginning from 27 January 2021 and until the Group Policy is terminated.

In-store Printed Promotion means a sales promotion taking place in a retail store which shows: (i) the authorized dealer or store's name; (ii) item (including model number); (iii) item price; and, (iv) the dates in which the item's price is effective on a printed poster, leaflet or is shown on the product shelf.

Insurer means AIG Australia Limited.

Lower Price means the price that is below the original price paid for the same item, identified by the same brand, make, model name and model number, as shown in a Printed Advertisement, In-store Printed Promotion or No-Auction Internet Advertisement from a different retailer.

Mysteriously Disappear or Mysterious Disappearance means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

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

Per Occurrence Limit means the maximum amount of benefit available under the Summary of Cover for any single Covered Purchase.

Policyholder means Mastercard Asia/Pacific Pte. Ltd. ("MAPPL")

Printed Advertisement means an advertisement appearing in a newspaper, magazine or store circular which states: (i) the authorized dealer or store's name; (ii) item (including model number); (iii) item price; and, (iv) the dates in which the item's price is valid.

Territory means Australia.

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

We/Us/Our means AIG Australia Limited.

IV. GROUP POLICY PERIOD

Coverage, which is provided under the Sections detailed below, will only be provided if:

1. in respect of Section A, the date of purchase of the Covered Purchase occurred; or
 2. in respect of Section B, the Covered Purchase was paid with Your Eligible Card,
- during the period the Group Policy was operative;

V. COVERAGES

The coverages which will be provided to the Eligible Cardholder are detailed in the Sections below and which coverage is in accordance with the Summary of Cover set out above and Limits of Liability sections set out below.

A. PURCHASE PROTECTION

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

- Covered Purchases given as gifts are covered.
- Covered Purchases include internet purchases.
- Covered Purchases do not have to be registered with us.

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

EXCLUSIONS Specific to Purchase Protection

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

1. any motor vehicle, airplanes, drones, boats, automobiles and motorcycles and any equipment, parts or accessories;
2. permanent fixtures, including but not limited to carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
3. travellers' cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;

4. art, antiques, Collectable Items, furs, jewellery, gems, precious stones and fragile items;
5. consumables or perishables;
6. plants or animals;
7. hazardous materials and any item banned in the Territory;
8. access to internet websites, mobile applications, software or data files downloaded from the internet including but not limited to music files, photos, reading materials, books and movies; or reinstatement or recovery thereof;
9. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
10. Mysterious Disappearance;
11. items rented out, rented or leased;
12. items purchased for resale, professional, or commercial use;
13. services, shipping, handling, installation or assembly costs;
14. losses occurring to item(s) You purchased online prior to Your taking possession of such item(s);
15. items damaged through alteration (including cutting, sawing, and shaping);
16. items left unattended in a place to which the general public has access;
17. any item confiscated by government authorities;
18. losses caused by abuse, wilful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure, nuclear, biological or chemical event, terrorism or war.

CONDITIONS Specific to Purchase Protection

1. The Insurer will, acting reasonably, determine whether to have the item repaired, replaced or to reimburse the original purchase price less any rebates, discounts or rewards points.
2. Covered Purchases that are a pair or a set will be limited to the cost of replacement of the specific item if replaceable; otherwise, the value of the pair or set will be covered, not to exceed the Per Occurrence Limit specified above.

B. PRICE PROTECTION

We will reimburse You for the price difference between:

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

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

EXCLUSIONS Specific to Price Protection

The Group Policy does not provide coverage if any of the following applies:

1. when an item's original purchase price is below AUD 80;
2. for items purchased from an internet auction site;
3. for items advertised as "limited quantity", "going out-of-business sales", "cash only" or "close out" sales;
4. resulting from package offers, manufacturer's coupons, employees discount, or, where the advertised price includes bonus or free offers, special financing, installation, rebate, one-of-a-kind or other limited offers;
5. for items sold by retailers that are affiliated through common ownership interest;
6. for cash, cheques, securities and other negotiable instruments, bullion, stamps, lottery tickets or tickets to events or admission tickets;
7. for art, antiques, firearms and Collectable Items;
8. for furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
9. for perishable items including food, beverages, tobacco and fuel;
10. for used, recycled, previously owned, rebuilt, or remanufactured items, whether or not You knew the item was used, previously owned, rebuilt, or remanufactured at the time of purchase;
11. for pharmaceutical, optical or medical products or equipment;
12. for Customized/Personalized Items, unique and one-of-a-kind items;
13. for any item acquired illegally;

14. for counterfeit or fake goods;
15. for animals and plants;
16. for any motor vehicles, including but not limited to, automobiles, boats, airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
17. for land, permanent structures and fixtures including, but not limited to, buildings, homes, dwellings, and building and home improvements;
18. for services You may purchase including, but not limited to, the performance or rendering of labour or maintenance, repair or installation of products, goods or property, or professional advice of any kind;
19. for items purchased by a person not resident of the Territory;
20. shipping and/or transportation costs, handling costs and sales tax;
21. for items advertised outside the Territory or in a duty-free zone;
22. resulting from special deal(s) available only to the members of specific organizations, or, in a place not open to the public, such as clubs and associations;
23. for items purchased for resale, professional, or commercial use;
24. for items not purchased during the Group Policy Period;
25. that result from, or are related to, Business pursuits including Your work or profession;
26. for any merchant's credit, discount and/or manufacturer's rebates; or
27. for instances where the amount charged for the purchased item is greater than the actual amount displayed.

CONDITIONS Specific to Price Protection

The Group Policy will only cover the Eligible Cardholder under the following conditions:

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

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

VI. DUTIES AFTER A LOSS

You are required to reasonably cooperate with Us in investigating, evaluating and settling a claim. In the event of any loss which may be covered under the Group Policy, You must contact Us as soon as reasonably practicable after the discovery of such loss. To file a claim, You may log on to <https://au.mycardbenefits.com> or send a notification to Us to obtain a claim form and instructions on what to do after a loss.

Our contact details are set out below:

AIG Australia Limited

Level 19, 2 Park Street

Sydney, NSW 2000

Australia

Tel: +61395224111

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

Email: APAC.Mastercard@aig.com

Duties after a Loss for each Insurance Coverage:

Purchase Protection

The Eligible Cardholder must provide:

- a. a signed claim form as soon as reasonably practicable;
- b. the Eligible Cardholder's statement of account or copy of purchase receipt showing payment of the item was made entirely with the Eligible Card;
- c. for Theft claims, official copies of the police report as soon as reasonably practicable; and
- d. for Accidental Damage claims, official copies of the repair estimates.

Note: Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim.

Price Protection

In the event of a covered loss for Price Protection, You shall:

- a. contact Us as soon as reasonably practicable of the Printed Advertisement, In-store Printed Promotion or a No-Auction Internet Advertisement; and
- b. complete, sign and return the claim form to Us with the following documents, as soon as reasonably practicable:
 - the original item purchase receipt;
 - the Eligible Cardholder's statement of account or original receipt demonstrating that the entire purchase was made with Your Eligible Card; and
 - the original or copy of the Printed Advertisement, In-store Printed Promotion or a No-Auction Internet Advertisement showing the purchased item, sale date and/or date of the advertisement, lower advertised price, and advertising retailer's name.

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

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

VII. LIMITS OF LIABILITY

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

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

VIII. GENERAL GROUP POLICY CONDITIONS

A. Disputes

Subject to the dispute resolution process outlined above, in the event of a dispute under the Group Policy, the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

B. Governing Law

The Group Policy shall be governed by the laws of the state of New South Wales.

C. Loss Prevention

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

D. Sanctions

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of the Group Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide

any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

E. Transfer

The Policyholder or You may not transfer its interest in this insurance to anyone.

F. Cancellation

If the Policyholder cancels the Group Policy, We will notify You of such cancellation and any claim arising prior to such date of termination will be covered by the Insurer, subject to the terms of the Group Policy and this document.

G. Changes

The Policyholder may notify Us within 15 days of any change in circumstance which will affect the Group Policy. If the Policyholder advises Us of any change in circumstance that will affect the Group Policy, We reserve the right to amend any of the terms and conditions of the Group Policy and this document following at least 15 days' notice to You or the Policyholder by Us. No change or modification of the Group Policy or this document shall be effective except when made by written endorsement signed by Our representative.

H. Subrogation

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

I. Compliance

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