

Diners Club Corporate Cards
Description of Insurance Cover
Effective 1 July 2019

Enquiries

- Additional copies of this booklet can be obtained from **Diners Club** by phoning 1300 360 060 or online at www.dinersclub.com.au.
- For claims and/or general enquiries call **Allianz Global Assistance** on 1800 072 791, 8am-5pm (Sydney time), Monday to Friday. Please make sure **you** have this booklet on hand when **you** phone. However, if **you** require personal advice, please see **your** general insurance adviser.

Claim forms can be found on the
Allianz Global Assistance website -

<https://claims.agaassistance.com.au/>

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Important Information about the complimentary cover provided

Introduction

This booklet describes the complimentary insurance benefits provided by **Allianz**, which are available to **Diners Club card cardholders**. Cover applies to claims made on or after 1 July 2019. **You** are not covered for claims made after termination of or the expiry of the period of the Group Policy. **Diners Club** will provide **account holders** with details of any replacement cover.

These covers are available under a Group Policy issued to Diners Club Pty Ltd, ABN 35 004 343 051 of 2 Park Street, Sydney, New South Wales 2000 (**Diners Club**) by AWP Australia Pty Ltd, ABN 52 097 227 177, AFS Licence No 245631 trading as Allianz Global Assistance of Level 16, 310 Ann Street, Brisbane QLD 4000 (**Allianz Global Assistance**) under a binder from the underwriter, Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of 2 Market Street, Sydney, NSW 2000 (**Allianz**). For general enquiries call **Allianz Global Assistance**. **Allianz Global Assistance** issues and manages the Group Policy on behalf of **Allianz**.

There is no obligation to accept any of these benefits. However, if **you** wish to claim any of these benefits, **you** will be bound by the definitions, terms, conditions, exclusions and claims procedures contained in this booklet.

PLEASE READ THIS BOOKLET CAREFULLY AND KEEP IT IN A SAFE PLACE. Also please keep detailed particulars and proof of any loss including the sales receipts and **Diners Club card account** statements showing any purchases.

Diners Club is not the issuer (insurer) of these covers

Diners Club is not the issuer of these covers and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under these covers.

Neither **Diners Club** nor any of its related corporations are Authorised Representatives of **Allianz, Allianz Global Assistance** or any of their related companies.

Termination or variation of cover

Diners Club or **Allianz** may terminate or vary any one or all of the covers described in this booklet, and if so **Diners Club** will notify **account holders** of the termination or change in writing. The existing cover will only apply to claims made before the date of change or termination. No cover is provided for claims made after the date of termination. **Diners Club** will provide **account holders** with details of any replacement cover.

Other Insurances

The covers described in this booklet are provided for **your** benefit under a Group Policy entered into between **Allianz** and **Diners Club**. **Diners Club** is the policy owner. When eligible, **you** have the benefit of cover as a third party beneficiary by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth).

If **you** are entitled to receive a benefit or make a claim under another insurance policy (Other Policy) (for example, a householders policy, in respect of the same loss as **your** claim under this Group Policy, then, subject to the provisions of the Insurance Contracts Act 1984 (Cth) **Allianz** is not liable to provide indemnity under this Group Policy until the amount of any indemnity under that Other Policy is exhausted. In other words, any cover under this Group Policy in respect of the same loss shall only be excess insurance cover over and above the applicable Other Policy.

If **you** make a claim under another insurance policy and **you** are not paid the full amount of the claim, then, subject to the provisions of the Insurance Contracts Act 1984 (Cth), the cover provided to **you** under the Group Policy will make up the difference, to the extent of cover that applies, in accordance with the terms and conditions contained in this booklet.

We may seek contribution from **your** other insurer. **You** must give **us** any information that **we** reasonably require to help **us** make a claim from the other insurer.

Limitation of cover

Notwithstanding any other terms, **we** shall not be deemed to provide coverage and **we** will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law or regulation.

Privacy

To offer or provide **you** with **our** products and services (or those **we** may offer or provide to **you** on behalf of **our** business partners) **we**, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as '**Allianz Global Assistance**', and **our** agents and representatives, collect, store, use, and disclose **your** personal information including sensitive information.

We usually collect it directly from **you** but sometimes from others depending upon the circumstances and the product involved. For instance, **we** may collect **your** personal information from **our** business partners who may have provided **you** with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services **we** arrange or provide.

For example, **your** personal information may be collected from **your** family members and travelling companions, doctors, and hospitals if **you** purchase **our** travel insurance and require medical assistance. Likewise, **we** collect personal information from universities and **your** agents if **you** inquire about or apply for **our** Overseas Student or Visitor Health Cover. **We** are the 'data controller' and responsible for ensuring **your** personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where **our** activities are within its scope.

Personal information **we** collect includes, for example, **your** name, address, date of birth, email address, and sometimes **your** medical information, passport details, bank account details, as well as other information **we** collect through devices like 'cookies' when **you** visit **our** website such as **your** IP address and online preferences.

We use **your** personal information to offer and provide **our** products and services and to manage **your** and **our** rights and obligations in connection with any products and services **you** have acquired. For instance, **we** use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when necessary. **We** may also use it for product development, marketing (where permitted by law or with **your** consent but not in connection with some products or services such as credit card insurances), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with **your** consent or where permitted by law.

We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist **us** to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, **overseas** data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, **your** agents and broker, **your** travel group leader if **you** travel in a group, **your** employer if **you** have a corporate travel policy, **your** bank if **you** are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and **our** related and group companies including **Allianz**. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA.

We also, where necessary, disclose **your** personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies.

With the exception of credit card insurances and some other products and services that **we** offer or provide on behalf of certain clients, **we** may, where permitted by law or with **your** consent, contact **you** by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from **us**, **our** related companies, as well as offers from **our** business partners that **we** consider may be relevant and of interest to **you**. Where **we** contact **you** as a result of obtaining **your** consent, **you** can withdraw **your** consent at any time by calling **us** on 1800 023 767 or by contacting **us** - see below.

When **you** provide personal information to **us** about other individuals, **we** rely on **you** to have first obtained the individual's consent, and have made them aware of the matters set out in this Privacy Notice.

You may also (1) seek access to **your** personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask **us** to correct and update **your** personal information, (3) ask for a copy of **your** personal data in an electronic format for **yourself** or for someone **you** nominate. **You** may in some circumstances restrict the processing of **your** personal data, and request that it be deleted. Where **your** personal information is used or processed with **your** specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), **you** may withdraw **your** consent at any time.

You may not access or correct personal information of others unless **you** have been authorised by their express consent, or unless they are **your** dependants under 16 years of age.

If **you** have a request or complaint concerning **your** personal information or about data privacy, please contact: Privacy Officer, Allianz Global Assistance,

PO Box 162, Toowong, QLD 4066, or email
DataPrivacyAU@allianz-assistance.com.au.

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 218, Sydney, NSW 2601 if **you** have a complaint.

For more information about **our** corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit **our** website at www.allianz-assistance.com.au and click on the Privacy & Security link.

If **you** do not agree with the matters set out in **our** privacy policy or will not provide **us** with the personal information **we** request, **we** may not be able to provide **you** with **our** products or services including the assessment and payment of any claims. In cases where **we** cannot comply with **your** request concerning **your** personal information, **we** will give **you** reasons why.

Definitions

Headings have been included for ease of reference but do not form part of the terms and conditions of the cover provided.

The following key words have particular meaning in this booklet and the Group Policy and are highlighted in bold font. The use of defined words in the singular includes the plural and vice versa.

accident/accidental/accidentally means an unexpected event caused by something external and visible.

account holder means a **Diners Club** customer, being an individual, business entity or company, who has entered into a **card account** with **Diners Club** and in whose name the **card account** was opened. The account holder is the individual, business entity or company that has contractual obligations with **Diners Club** under the **card account**.

Allianz means Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708.

Allianz Global Assistance means AWP Australia Pty Ltd, ABN 52 097 227 177, AFSL 245631.

card account means:

- a current and valid **Diners Club card** facility provided by **Diners Club** to which purchases made by **cardholders** on a **Diners Club card** are charged; or
- the primary account linked to a **Diners Club card** to which a transaction is routed by any electronic funds transfer facility.

card means a current and valid **Diners Club Corporate Account card** issued by **Diners Club**.

cardholder means a person who has permanent residency in Australia (including holders of a visa issued under the Migration Act 1958 (Cth) which entitles the holder of the visa to residency) to whom **Diners Club** has issued a **Diners Club card**.

carjacking means the theft of **your motor vehicle** by force or intimidation while **you** are the driver of, or a passenger in **your motor vehicle**.

Diners Club means Diners Club Pty Ltd, ABN 35 004 343 051

excess means the deduction **we** will make from the amount otherwise payable for each claimable incident or event.

motor vehicle means a campervan/motorhome that does not exceed 4.5 tonnes, a sedan, coupe, hatchback, station-wagon, SUV, four wheel drive or mini bus/people mover or a **rental vehicle**.

rental vehicle means a campervan/motorhome that does not exceed 4.5 tonnes, a sedan, coupe, hatchback, station-wagon, SUV, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company or agency.

transaction card means a debit card, credit card or travel money card.

we, our, us means Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and its agent AWP Australia Pty Ltd, ABN 52 097 227 177, AFSL 245631 trading as **Allianz Global Assistance**.

you, your and **yourself** means **cardholder**.

Part A – Eligibility & Activation of Cover

Rental Vehicle Excess Insurance

Who is eligible?

You are eligible for this *Rental Vehicle Excess Insurance* if:

- **you** charge the total cost of hiring the **rental vehicle** to the **account holder's card account**; and
- **you** are named as the hirer or as a joint hirer on the **rental vehicle** agreement.

Secure Car Insurance

Who is eligible?

You are eligible for this *Secure Car Insurance* whilst **your card account** remains current and valid.

Secure Wallet Insurance

Who is eligible?

You are eligible for this *Secure Wallet Insurance* whilst **your card account** remains current and valid.

Part B – Period of Cover

Rental Vehicle Excess Insurance

Provided **you** have met the eligibility requirements set out in *Part A – Eligibility & activation of cover* under the heading *Rental Vehicle Excess Insurance* the period of cover provided applies from the time when **you** collect the **rental vehicle** from the rental company or agency **you** have entered into a **rental vehicle** agreement with and ends when **you** return the **rental vehicle** to the rental company or agency or on the end date specified in **your rental vehicle agreement**, whichever occurs earlier.:

Secure Car Insurance

Provided **you** have met the eligibility requirements set out in *Part A – Eligibility & activation of cover* under the heading *Secure Car Insurance* the period of cover provided applies for any period that **you** are driving or are a passenger in **your motor vehicle**.

Secure Wallet Insurance

Provided **you** have met the eligibility requirements set out in *Part A – Eligibility & activation of cover* under the heading *Secure Wallet Insurance* the cover provided applies for a period of fifteen (15) consecutive minutes following **your** withdrawal of cash from an automatic teller machine.

Part C – Benefit limits

The covers available are outlined in *Part E, The cover we provide* and are subject to the applicable terms, conditions, limits, sub-limits and exclusions.

Please read the entire booklet to ensure that the covers and benefits meet **your** requirements.

If **you** need advice in respect of **your** particular circumstances or needs please consult an appropriately licensed insurance adviser.

Rental Vehicle Excess Insurance

The maximum limit of what **we** will pay under *Rental Vehicle Excess Insurance* is \$3,750 any one incident or event up to a maximum total limit of \$3,750 in any twelve (12) consecutive month period.

All limits and sub-limits are shown in Australian dollars.

Secure Car Insurance

The maximum limit of what **we** will pay under *Secure Car Insurance*:

a] as a result on forcible break-in to **your motor vehicle** is:

- cash stolen to the value of \$50;
- the reasonable cost of replacement of any wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports limited to \$550; and
- the lesser of:
 - the cost to repair **your motor vehicle**;
 - the excess payable to **your motor vehicle** insurer if **you** claim the cost of repair from them; or
 - the amount of \$750.

b] as a result of **carjacking** of **your motor vehicle** is:

- cash stolen to the value of \$250;
- the reasonable cost of replacement of any wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports stolen limited to \$500;

- the reasonable cost of replacement of any keys stolen and the reasonable cost of replacement of locks that the stolen keys open, up to a maximum total limit of \$1,000; and
- the lesser of:
 - the cost to repair **your motor vehicle**;
 - the excess payable to **your motor vehicle** insurer if **you** claim the cost of repair from them; or
 - the amount of \$750.

The maximum total limit of what **we** will pay in any twelve (12) consecutive month period for incidents or events involving any one **cardholder** is \$2,500.

Secure Wallet Insurance

The maximum limit of what **we** will pay under *Secure Wallet Insurance*: for any one incident or event is:

- cash withdrawn from the automatic teller machine up to the value of \$500
- the reasonable cost of replacement of any wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports stolen limited to \$250;

The maximum total limit of what **we** will pay in any twelve (12) consecutive month period for incidents or events involving any one **cardholder** is \$750.

Part D – Excesses and General Exclusions

Excesses – What you contribute to a claim

You must pay the following **excess** amounts for each claim made under the following covers even if a number of claims are submitted on the one claim form. However if **you** make more than one claim as the result of a single event, the highest **excess** will apply but will only apply once.

Section	Excess Amount
Rental vehicle Excess	Nil
Secure Car	\$50
Secure Wallet	\$50

General Exclusions

The exclusions below set out what is not covered.

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

To the extent permitted by law **we** do not cover **you** for any loss, damage or expense caused by, arising directly or indirectly from or in any way related to:

- you** failing to follow advice or act upon a warning:
 - from any government; or
 - from any official body; or
 - broadcast or published in mass media.
- your** failure to take **reasonable** care;
- a government authority confiscating, detaining or destroying anything;
- any act or threat of terrorism;
- any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military;
- a nuclear reaction or contamination from nuclear weapons or radioactivity;
- biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose of harming or to destroy human life and/or create public fear;
- any payment which would violate any applicable trade or economic sanctions, law or regulation.

Part E – The covers we provide

Rental Vehicle Excess Insurance

Cover is only provided under this section if **your rental vehicle** agreement specifies an amount that is payable in the event the **rental vehicle** is damaged or stolen while in **your** custody. This section does not cover items such as, but not limited to, tyres and/or windscreens, roof and underbody if they are not covered by the indemnity provided by the rental company or agency under the **rental vehicle** agreement to which the amount payable applies.

The maximum amount **we** will pay under this section is the amount that is specified in **your rental vehicle** agreement up to the limit shown in *Part C – Table of Benefits*.

5.1.1 WHAT WE COVER

If, during **your** period of cover, a **rental vehicle you** have rented from a rental company or agency is:

- involved in a motor vehicle **accident** while **you** are driving it; or
- damaged or stolen while in **your** custody,

then **we** will pay **you** the lesser of:

- the amount specified that **you** are liable to pay under **your rental vehicle** agreement; or
- property damage for which **you** are liable.

You must provide a copy of:

- **your rental vehicle** agreement;
- the incident report that was completed;
- repair account;
- an itemised list of the value of the damage; and
- written notice from the rental company or agency advising that **you** are liable to pay the specified excess, deductible or damage liability fee.

5.1.2 WHAT WE EXCLUDE

To the extent permitted by law, **we** will not pay if the claim arises directly or indirectly from, or is in any way connected with, or is for:

- a] **you** using the **rental vehicle** in breach of the **rental vehicle** agreement;

- b] **you** using the **rental vehicle** without a licence for the purpose that **you** were using it; (such as but not limited to the carrying of fare paying passengers or the carrying of freight); or
- c] administrative charges or fees of the rental company that are not a component of the amount that is specified in **your rental vehicle** agreement.

Secure Car Insurance

1.1 WHAT WE COVER

If, during **your** period of cover:

- a] **your** locked **motor vehicle** is forcibly broken into, **we** will reimburse **you** for:
- cash stolen; and
 - the reasonable cost of replacement of any stolen wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports; and
 - the lesser of:
 - the cost to repair the **motor vehicle**; or
 - the excess payable to **your motor vehicle** insurer (if **you** claim the cost of repair from them),

subject to the limit for each item above that is specified in *Part C – Benefit limits*.

- b] **your motor vehicle** is **carjacked**, **we** will reimburse **you** for
- cash stolen; and
 - the reasonable cost of replacement of any stolen wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports; and
 - reasonable cost of replacement of any keys stolen and the reasonable cost of replacement of locks that the stolen keys open; and
 - the lesser of:
 - the cost to repair the **motor vehicle**; or
 - the excess payable to **your motor vehicle** insurer (if **you** claim the cost of repair from them),

subject to the limit for each item above that is specified in *Part C – Benefit limits*.

CONDITIONS

If **you** make a claim, **you** must prove **your** ownership and the value of **your** belongings (e.g. receipt or valuation).

You must report the **motor vehicle** break in or **carjacking** within 24 hours to the police.

If **we** are prejudiced by **your** failure to report the incident (as required above) , **we** may reduce the value of any claim **we** pay by the amount of prejudice **we** have suffered.

You must provide **us** with evidence of making the report and who **you** reported the incident to.

Secure Wallet Insurance

1.1 WHAT WE COVER

If, during the period of cover provided **you** are robbed following the withdrawal of cash from an automatic teller machine **we** will reimburse **you** for:

- cash withdrawn from the automatic teller machine that is stolen from **you**; and
- the reasonable cost of replacement of any stolen wallets, hand bags, **transaction cards**, personal papers, drivers licenses or passports,

subject to the limit for each item and the maximum total limit payable that is specified in *Part C – Benefit limits*.

CONDITIONS

If **you** make a claim, **you** must prove **your** ownership and the value of **your** belongings (e.g. receipt or valuation).

You must report the robbery within 24 hours to the police.

If **we** are prejudiced by **your** failure to report the incident (as required above) , **we** may reduce the value of any claim **we** pay by the amount of prejudice **we** have suffered.

You must provide **us** with evidence of making the report and who **you** reported the incident to.

Claims

Please do not contact Diners Club in the event of a claim.

First check that **you** are covered by reading the appropriate section in this booklet and *Part D – Excesses and General Exclusions* to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

You are not covered for any claim made after termination of, or the expiry of the period of insurance specified in, the Group Policy. **Diners Club** will provide **you** with details of any replacement cover.

HOW TO MAKE A CLAIM

You must give **Allianz Global Assistance** notice of **your** claim as soon as possible.

Allianz Global Assistance can be contacted using the contact details listed on the inside front cover of this booklet.

You can obtain claim forms and information on how to make a claim at:

<https://claims.agaassistance.com.au/>

If there is a delay in claim notification, or **you** do not provide sufficient detail for **Allianz Global Assistance** to consider **your** claim, **we** can reduce any claim payable by the amount of prejudice **we** have suffered because of the delay.

You must give any information **Allianz Global Assistance** reasonably asks for to support **your** claim at **your** expense, such as but not limited to police reports, valuations, or original receipts. If required **Allianz Global Assistance** may ask **you** to provide them with translations into English of any such documents to enable their consideration of **your** claim.

You must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS

We will pay all claims in Australian dollars. **We** will pay **you** unless **you** tell **us** to pay someone else. The rate of currency exchange that will apply is the rate at the time **you** incurred the expense. Payment

will be made by direct credit to a bank account nominated by **you**.

YOU MUST NOT ADMIT FAULT OR LIABILITY

You must not admit that **you** are at fault, for any **accident**, incident or event causing a claim, and **you** must not offer or promise to pay any money, or become involved in legal action, without the approval of **Allianz Global Assistance**.

YOU MUST HELP US RECOVER ANY MONEY WE HAVE PAID

If **we** have a claim against someone in relation to the money **we** have to pay or **we** have paid, **you** must do everything **you** can to help **us** do that in legal proceedings. If **you** are aware of any third party that **you** or **we** may recover money from, **you** must inform **us** of such third party.

When making a claim **you** must tell **us** about any other insurance under which **you** are or might be able to claim. If **you** can claim from another insurer and **we** also pay **you** in respect of the same insured event, then **you** must refund to **us** the amount **we** paid if the other insurer also pay **you**. **You** cannot claim from **us** and from the other insurer to obtain an aggregate amount that exceeds **your** loss.

FRAUD

When making a claim **you** have a responsibility to assist **us** and to act in an honest and truthful manner.

If any claim is fraudulent in any way or if **you** or anyone acting on **your** behalf uses fraudulent means to make a claim on the cover described in this booklet, then no payment will be made in regard to the claim. Also **Diners Club** will be informed of the situation and **you** may no longer be eligible for the cover described in this booklet.

Complaints & disputes

If **you** have a complaint in relation to this insurance, or **our** services or **our** representatives, please call **us** using the contact details on the inside front cover of this booklet, or put the complaint in writing and send it to:

Credit Card Complaints
Locked Bag 3014, Toowong DC
Queensland 4066

We will attempt to resolve the matter in accordance with **our** Internal Dispute Resolution procedures. To obtain a copy of **our** procedures, please contact **us**.

A complaint can be referred to the Australian Financial Complaints Authority (**AFCA**). The **AFCA** provide a free and independent dispute resolution service for consumers who have general insurance complaints falling within its rules.

The contact details for the **AFCA** are:

Australian Financial Complaints Authority
GPO Box 3, Melbourne Victoria 3001
Phone: 1800 931 678
Website: www.afca.org.au
Email: info@afc.org.au

GENERAL INSURANCE CODE OF PRACTICE

Allianz and **Allianz Global Assistance** proudly support the General Insurance Code of Practice.

The Code sets out the minimum standards of practice in the general insurance industry. **You** can obtain more information on the Code and how it assists **you** by contacting **Allianz Global Assistance** using the contact details on the inside front cover of this booklet, or by visiting:

www.codeofpractice.com.au.

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For claims and/or general enquiries call
Allianz Global Assistance on 1800 072 791

For more information on your Diners Club
credit card, go to

www.dinersclub.com.au