ANZ EMERGENCY TRAVEL SERVICE AND PERSONAL CONCIERGE

TERMS AND CONDITIONS 06.16



IMPORTANT INFORMATION ABOUT TERMS AND CONDITIONS

The following information sets out the Terms and Conditions as they relate to the Emergency Travel Service and Personal Concierge service. Please read this document carefully.

MEANINGS OF WORDS

The following definitions apply throughout these Terms and Conditions unless otherwise stated.

Additional Cardholder means a person to whom a Card is issued, at the request of the person in whose name a Card account is kept and who is responsible for all transactions on that Card account.

ANZ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns.

American Express Cardholder means a person issued with an ANZ Frequent Flyer American Express, ANZ Frequent Flyer Gold American Express, ANZ Frequent Flyer Platinum American Express, ANZ Frequent Flyer Black American Express, ANZ Rewards American Express, ANZ Rewards Platinum American Express, ANZ Rewards Travel Adventures American Express or ANZ Rewards Black American Express.

American Express Premium Cardholder means a person issued with an ANZ Frequent Flyer Platinum American Express, ANZ Frequent Flyer Black American Express, ANZ Rewards Platinum American Express, ANZ Rewards Travel Adventures American Express or ANZ Rewards Black American Express.

Cardholder means:

- the person in whose name a Card account is kept and who is responsible for all transactions on that Card account
- an Additional Cardholder

Visa Cardholder means a person issued with an ANZ Frequent Flyer Visa, ANZ Frequent Flyer Gold Visa, ANZ Frequent Flyer Platinum Visa, ANZ Frequent Flyer Black Visa, ANZ Platinum Visa, ANZ Rewards Visa, ANZ Rewards Platinum Visa, ANZ Rewards Travel Adventures Visa or ANZ Rewards Black Visa.

Visa Premium Cardholder means a person issued with an ANZ Platinum, ANZ Frequent Flyer Platinum Visa, ANZ Frequent Flyer Black Visa, ANZ Rewards Platinum Visa, ANZ Rewards Travel Adventures Visa or ANZ Rewards Black Visa.

MasterCard® Platinum Cardholder means a person issued with an ANZ Low Rate Platinum.

1. ELIGIBILITY

1.1 ANZ EMERGENCY TRAVEL SERVICE

- ANZ Emergency Travel Service will be granted worldwide outside of Australia.
- ANZ Emergency Travel Service will be granted only during the first ninety (90) days of any one trip undertaken by the Covered Person - ANZ Emergency Travel Service will be granted only to American Express Cardholders as defined in Clause 2 unless otherwise stated.

1.2 PERSONAL CONCIERGE

 Personal Concierge services will be granted in Australia and worldwide to all American Express Cardholders and Visa Cardholders, and MasterCard® Platinum Cardholders.

2. ANZ EMERGENCY TRAVEL SERVICE

Clause 2:

Assist Event means an event to which **American Express Cardholders** are entitled to Assist Services.

Assist Services means such services as set out in Clause 2.

Card means an ANZ Frequent Flyer American Express®, ANZ Frequent Flyer Gold American Express, ANZ Frequent Flyer Platinum American Express, ANZ Frequent Flyer Black American Express, ANZ Rewards American Express, ANZ Rewards Platinum American Express, ANZ Rewards Travel Adventures American Express and ANZ Rewards Black American Express or any other card which ANZ may advise as being a card for the purposes of this Clause 2 and which has an expiration date which falls on or after the date of an Assist Event.

Covered Person means:

- a Cardholder
- an Additional Cardholder
- a Cardholder's spouse and dependant children

under 23 years of age whether or not they are travelling with the **Cardholder.**

Emergency means a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

2.1 EMERGENCY CARD REPLACEMENT

If the American Express Cardholder requires an Emergency Card replacement whilst in Australia, ANZ will arrange an Emergency Card replacement. Where the American Express Cardholder is overseas, ANZ will arrange an Emergency Card replacement. This service is available to all customers who hold a current and valid Card as defined in Clause 2.

2.1.1 CREDIT CARD RELATED SERVICES WHILE ABROAD

ANZ will ensure that the following Assist Services are available to **American Express Cardholders** under the ANZ Emergency Travel Service.

2.1.2 REFERRALS TO AMERICAN EXPRESS TRAVEL SERVICE OFFICES WORLDWIDE

ANZ shall provide when an **American Express Cardholder** calls the address, telephone number and hours of opening of the nearest American Express travel service office.

2.1.3 EMERGENCY CASH ADVANCES

In the event of lost or stolen cash, Travellers Cheques, credit and charge cards or in the event that there are no branches of ANZ, Travel Service Office's or ATMs available at the American Express Cardholder's location, ANZ shall advance cash to the American **Express Cardholder** of up to \$5000 for each and every case required by the American Express Cardholder (free telephone assistance, related handling fee to be borne by American Express Cardholder, and the cash advance amount to be charged to the **American** Express Cardholder's account, and subject to Card authorisation by ANZ). This will be billed to the American Express Cardholder's account within 30 days from the date of the service. ANZ will arrange for the cash to be available for collection by the American Express Cardholder at a Western Union® branch closest to the American Express Cardholder or other appropriate transfer facility.

2.1.4 INFORMATION ON ATM LOCATIONS

ANZ shall provide when an **American Express Cardholder** calls information on ATM locations. This service is available to all customers who hold a current and valid **Card** as defined in Clause 2.

2.1.5 INFORMATION ON AMERICAN EXPRESS NETWORK™ OFFERS

ANZ shall provide when an **American Express Cardholder** calls information on American Express
Network Offers

2.2 TRAVEL ASSISTANCE AND MEDICAL ASSISTANCE WHILE ABROAD

2.2.1 REFERRALS TO EMBASSIES OR CONSULATES

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

2.2.2 REFERRALS TO MEDICAL SERVICES

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

2.2.3 DISPATCH OF A DOCTOR ON THE SPOT

If the American Express Cardholder's condition or the circumstances require it ANZ will arrange for the dispatch of a doctor to the American Express Cardholder. The cost of health treatment and any doctor's fees shall be borne by the American Express Cardholder.

2.2.4 ARRANGEMENT OF MEDICAL EVACUATION & REPATRIATION

If the designated Physician determines that the American Express Cardholder is not receiving adequate treatment locally, ANZ will organise for his/her transfer to a more appropriate hospital for the **American** Express Cardholders. If necessary, depending on the injury or illness and if medically advisable, the American Express Cardholder will be repatriated to the medical centre closest to his/her usual place of residence. If transportation is required, it will be arranged by one of the following options: First Class train, couchette or sleeping car, taxi, ambulance, air (on a scheduled flight, business class where possible), or air ambulance. Repatriation will not be provided for illnesses or injuries of a mild or minor nature, which can be treated locally and which do not prevent the American Express Cardholder from continuing their journey. All related expenses will be charged to the American Express Cardholder's account and are subject to card authorisation by ANZ. When charging expenses to the American Express Cardholder's account ANZ will seek authorisation from the American Express Cardholder to charge their Card account. If there is a shortfall between the amount of available credit on the American Express Cardholder's Card account and the cost of the expenses referred to in this clause, ANZ will obtain sufficient details from the American Express Cardholder's to contact the American Express Cardholder's relative in order to obtain payment for those expenses from that relative.

2.2.5 HOSPITAL ADMISSION

ANZ will organise hospital admission and, if requested, the guarantee of medical expenses. This will be charged to the **American Express Cardholder's** Card account and is subject to **Card** authorisation by ANZ.

2.2.6 ARRANGEMENT OF COMPASSIONATE VISIT

ANZ shall arrange an emergency return airfare for a relative of the Cardholder wishing to visit the Cardholder who is hospitalized outside his/her home country or usual country of residence when the Cardholder is hospitalized over 7 consecutive days. All related expenses will be charged to the **American Express Cardholder's** account and are subject to Card authorisation by ANZ.

2.2.7 DISPATCH OF NECESSARY MEDICINES WHICH CANNOT BE FOUND LOCALLY

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

2.2.8 REFERRALS TO LAWYERS

ANZ shall provide the American Express Cardholder with the name, address and telephone number of a local lawyer. Wherever possible the American Express Cardholder shall be referred to two or more lawyers. Although the final selection of a lawyer shall be the responsibility of the American Express Cardholder, ANZ guarantees that any lawyer to which it refers the American Express Cardholder shall be admitted to practice in accordance with the laws of the relevant jurisdiction, be of good repute and not have been the subject of any reprimand or malpractice proceedings.

2.2.9 REFERRALS TO INTERPRETERS

ANZ will provide the Cardholder with the name, address, telephone number and if requested by the Cardholder and if available, the office hours of an interpreter to translate from the language spoken in the location of the Cardholder to English.

2.2.10 DISPATCH OF INTERPRETER

ANZ will provide the service of an interpreter if requested by the **American Express Cardholder**. The cost of translation and any related costs shall be borne by the **American Express Cardholder**.

2.3 REQUESTS FOR ASSISTANCE IN CASE OF EMERGENCY

In case of an Emergency, and prior to taking personal action where reasonable, the Covered Person should call +61 2 8987 1677.

A 24 hour-a-day telephone answering service is available. The Covered Person must provide:

 their name, and the bank identification number (first 6 digits of the American Express Cardholder's Card)

- and the expiration date of the corresponding Card;
- · The type of Card;
- The name of the place and the telephone number where ANZ can reach the Covered Person or the Covered Person's representative; and
- A brief description of the Emergency and the nature of help required.

2.4 GENERAL CONDITIONS AND EXCLUSIONS

- 2.4.1 ANZ shall not be responsible for delays or failures to provide the ANZ Emergency Travel Service caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments, or radioactivity or any other event of force majeure which prevents ANZ from providing the ANZ Emergency Travel Service.
- 2.4.2 Any fraudulent act, forgery, false or misleading evidence or omissions on the part of the Cardholder shall automatically end all obligations to provide the Cardholder with the ANZ Emergency Travel Service on that particular occasion.
- 2.4.3 As a general rule, ANZ shall not reimburse any costs for which it was not contacted by the Cardholder in the first instance in accordance with these Terms and Conditions.

3. PERSONAL CONCIERGE

Clause 3:

Personal Concierge means all types of personal assistance and lifestyle services including:

- (a) Flight information
- (b) Sourcing, purchasing, and delivery of tickets for theatre shows, concerts, and sporting events
- (c) Sourcing and arrangement of hospitality packages
- (d) Providing details of events and shows in cities worldwide
- (e) Fine dining, restaurant referrals and reservations
- (f) Hotel information, referrals and reservations
- (g) Car rental, limousine and car service information, referrals and reservations
- (h) Mail/fax travel destination package (major cities only)
- (i) Country & major cities information:
 - Festivals/museums/music entertainment information
 - Time/house/holidays information
- (j) Health club information, referrals and reservations
- (k) Golf tee time information and reservations
- (I) Shopping location information
- (m) Floral arrangement and delivery
- (n) Party planning for special occasions
- (o) Arrangement and appointment booking of hairstylist/make-up artist for special event
- (p) Arrangement and appointment with qualified personal fitness trainer
- (q) Stress relief massage therapy
- (r) Gift sourcing
 - · Gift arrangements
 - · Gift basket
 - · Floral arrangement
- (s) Referrals to Visa Entertainment and Visa Platinum programs for Visa Premium Cardholders as defined in Clause 1.

- (t) Referrals to American Express Network Program for American Express Premium Cardholders as defined in Clause 1.
- (u) Referrals to MasterCard® Exclusive Programs and offers for MasterCard Platinum Cardholders as defined in Clause 1.
- (v) Referrals to providers of goods and services
- (w) Sourcing, purchasing and delivery of goods.

Card means an ANZ Platinum, ANZ Low Rate Platinum, ANZ Rewards Platinum, ANZ Rewards Travel Adventures, ANZ Rewards Black, ANZ Frequent Flyer Platinum, ANZ Frequent Flyer Black or any other card which ANZ may advise as being a card for the purposes of this Clause 3.

3.1 PERSONAL CONCIERGE CONDITIONS

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

3.2 CHARGES

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

The following are the responsibility of the Cardholder:

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

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

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

ANZ will endeavour at all times to source reasonably priced shipping and delivery charges for goods or services purchased on behalf of Cardholder.

3.3 EXCLUSIONS IN LOCATING GOODS

ANZ will not locate goods & services mentioned in Clause 3 requested for large-scale commercial use, or locate goods & services mentioned in Clause 3 abroad when customs regulations prohibit the shipping of the items to the Cardholder. ANZ will not locate items, which are prohibited under applicable law or which contravene popular moral or ethical standards.

3.4 PURCHASE AND SHIPPING RESTRICTIONS

ANZ will purchase and ship gifts on behalf of the Cardholder, provided that such goods are for personal use and a shipping agency can be located to ship the requested quantity of items and provide insurance to the total value of the items. ANZ will not arrange the purchase or delivery of any commercial consignment. ANZ will purchase and ship items in accordance with international shipping regulations and will observe the customs and excise restrictions in force. The Cardholder will be informed if customs, excise and value added taxes are applicable. The Cardholder is responsible for any such levies. ANZ requires that all items shipped must be insured for the full purchase value and such insurance costs shall be borne by the Cardholder. If the Cardholder refuses to do so, he/she will be referred to the shipping agent to make arrangements direct.

3.5 RESTAURANT RESERVATIONS

ANZ will recommend restaurants to Cardholders and secure reservations, subject to availability.

3.6 VISA ENTERTAINMENT, VISA PLATINUM PROGRAMS, ENTRÉ™ AND AMERICAN EXPRESS NETWORK PROGRAM

3.6.1 Visa Entertainment and Visa Platinum programs participating merchants and clubs provide special offers for the exclusive use of Visa Premium Cardholders. Visa Premium Cardholder reservations must be made through ANZ. Details of merchants and clubs participating in the Visa Entertainment and Visa Platinum programs program are subject to change.

3.6.2 entré™ and American Express Network program

Participating merchants and clubs provide special offers for the exclusive use of **American Express Premium Cardholders. American Express Premium Cardholder** reservations must be made through ANZ. Details of merchants and clubs participating in the entré or American Express Network program are subject to change.

3.6.3 Cancellation Charges

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

3.7 PERSONAL CONCIERGE EXCLUSIONS

The following will not be provided by ANZ:

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

3.8 GENERAL CONDITIONS AND EXCLUSIONS

- 3.8.1 Any fraudulent act, forgery, false or misleading evidence or omissions on the part of the Cardholder shall automatically end all obligations to provide the Cardholder with Personal Concierge services on that particular occasion.
- 3.8.2 ANZ shall not be responsible for delays or failures to provide Personal Concierge services caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments, or radioactivity or any other event of force majeure which prevents ANZ from providing such assistance services.
- 3.8.3 As a general rule, ANZ shall not reimburse any costs for which it was not contacted by the Cardholder in the first instance in accordance with these Terms and Conditions.

WE WELCOME YOUR FEEDBACK

We'd like to hear your thoughts and feedback on ANZ.

Please send a letter to the Customer Response Centre via:

- mail: Locked Bag 4050, South Melbourne VIC 3205
- email: YourFeedback@anz.com
- fax: 1800 269 030

MAKING A SUGGESTION

Your feedback helps us create a better bank for our customers, staff, shareholders and the community. If you have a suggestion about how we can improve our services, please let us know.

PAYING A COMPLIMENT

Should you have received exceptional service from one of our staff or found something you particularly liked, please tell us about it

MAKING A COMPLAINT

If we make a mistake, or our service doesn't meet your expectations, we want to know. For the fastest possible resolution of your complaint call us on 1800 805 154, or talk to staff at your local ANZ branch or business centre.

Most often we'll be able to solve the problem on the spot. If it can't be resolved promptly, our specialist complaints team – Customer Response Centre – will take responsibility and work with you to fix the matter quickly. Our aim is to resolve your complaint within 48 hours and within a maximum of five business days.

If this is not possible, we will keep you informed of our progress and how long we expect it will take to resolve your complaint. Whether you're making a suggestion, paying a compliment or making a complaint, your feedback is the key to improving our products and services.

ANZ CUSTOMER ADVOCATE

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free, independent review of more difficult complaints to help achieve a prompt solution.

CONTACT DETAILS

ANZ Customer Advocate 833 Collins Street Docklands VIC 3008 Tel: +61 3 8654 1000

Email: customeradvocate@anz.com

FINANCIAL SERVICES DISPUTE RESOLUTION SCHEMES

If you are not satisfied with the steps taken by ANZ to resolve your complaint, or with the result of our investigation, you may wish to contact the financial services dispute resolution scheme.

Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001

Telephone: 1300 780 808 Fax: +61 3 9613 6399

Internet: www.fos.org.au

ASIC INFORMATION ON COMPLAINTS

The Australian Securities and Investments Commission's (ASIC) website www.asic.gov.au, contains information on making complaints about companies and people and describes the types of complaints handled by ASIC.

To obtain further information contact the ASIC Info Line:

Tel: 1300 300 630

Email: infoline@asic.gov.au

