## **Notice of Change**



This Notice of Change amends the NAB Commercial Cards Unauthorised Transaction Insurance Policy information booklet with an effective date of 31 March 2021 and should be read in conjunction with that booklet. The amendments are effective 30 June 2022 and are as follows:

## **Updated address for Allianz Australia**

Where '2 Market Street, Sydney, NSW, 2000' appears on the inside front cover and page 1, it is to be updated with 'Level 16, 10 Carrington St, Sydney, NSW 2000'.

## **Updated General Insurance Code of Practice**

Update the General Insurance Code of Practice section on page 12 to:

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the inside front cover of this booklet. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

## **Updated Complaints**

Update the Complaints section on pages 12 to:

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service

for consumers who have general insurance disputes falling within its terms. AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au Phone: 1800 931 678 Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, using our contact details on the inside front cover.

In all other respects the booklet remains unaltered.

AWP Australia Pty Ltd ABN 52 097 227 177 AFSL 245631, trading as Allianz Global Assistance (AGA), under a binder from the insurer, Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708 (Allianz), has issued an insurance group policy to National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian credit licence 230686 (NAB) which allows eligible persons to claim under it as third party beneficiaries. Access to the benefit of cover under the NAB card insurances is available to eligible NAB cardholders and other eligible third party beneficiaries by operation of s48 of the Insurance Contracts Act 1984 (Cth). Any advice on insurance is general advice only and not based on any consideration of your objectives, financial situation or needs. You must check whether or not it is appropriate, in light of your own circumstances, to act on this advice.



# NAB COMMERCIAL CARDS UNAUTHORISED TRANSACTION INSURANCE

Policy information booklet Effective date: 31 March 2021

#### For more information or to make a claim

Please take the time to read through this booklet. If **you** have any questions or need more information, please call **Allianz Global Assistance** on 1800 187 025. Calls from mobiles, public telephones or hotel rooms may attract additional charges.

If outside Australia call +61 7 3305 8800. Calls from mobiles, public telephones or hotel rooms may attract additional charges. **We** will reimburse the reasonable communication costs **you** incur to contact **Allianz Global Assistance**.

For enquiries, the operating hours are Monday to Friday 8:30am to 5:00pm AEST.

To make a claim, please contact **Allianz Global Assistance** on **1800 187 025** or email:

## cardclaims@allianz-assistance.com.au

The information in this booklet is subject to change from time to time and is correct and current as at the date on the cover. When any changes to terms and conditions related to insurance coverage are made, **NAB** will let **you** know by alerting **you** on **your** card statement or by electronic notification including email, SMS or other electronic communications. Details of the change/s will be published on **www.nab.com.au**.

The Insurer is:

Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708 of 2 Market Street, Sydney NSW 2000.

The group policy is issued and managed by:

AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631 trading as **Allianz Global Assistance** of Level 16, 310 Ann Street. Brisbane. QLD 4000.

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## Important information about the complimentary cover available

This booklet describes the complimentary insurance benefits available to **NAB commercial card** facility **accountholders** under *Unauthorised Transactions Insurance*. Cover applies to events occurring on or after 31 March 2021. **You** are not covered for events occurring after termination of, or expiry of the group policy period of cover. **NAB** will advise **accountholders** of any replacement cover.

#### Allianz - the insurer

This cover is available under a group policy issued to National Australia Bank Limited, ABN 12 004 044 937 (NAB) of 800 Bourke Street, Docklands, VIC 3008 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 insurer, 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.

**NAB** is the group 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).

There is no obligation to accept any of these benefits. However, if an eligible beneficiary wishes to claim any of these benefits, they will be bound by the definitions, terms, conditions, limits, 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 NAB commercial card facility account statements showing any unauthorised transactions.

## NAB is not the issuer (insurer) of the cover

**NAB** is not the issuer (insurer) of the cover and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under the cover available.

These benefits are available at no additional cost to the beneficiaries, neither **NAB** nor any of its related corporations are Authorised Representatives of **Allianz**, **Allianz Global Assistance** or any of their related companies and **NAB** does not receive any commission or remuneration in relation to the insurance set out in this booklet.

## **Termination or variation of cover**

**NAB** or **Allianz** may terminate or vary the cover described in this booklet, and if so **NAB** will notify the **accountholder** of the termination or change in writing. The existing cover will apply to events occurring before the date of the change or termination. No cover is available for events occurring after the date of termination. **NAB** will provide **accountholders** with details of any replacement cover.

#### Other insurance

If you make a claim under another insurance policy for a loss covered under the group 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 available 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 cover 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.

## Allianz Global Assistance Privacy Notice

To offer or provide **you** with **our** insurance services, **we**, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance' and as agent for the insurer Allianz, collects, stores, uses, and discloses **your** personal information including sensitive information. The insurance cover arises from a group policy taken out between **your** bank and **Allianz** and under which **you** are entitled to cover as a beneficiary when **you** meet the eligibility criteria set out in the group policy wording.

**We** usually collect **your** personal information directly from **you**, but sometimes from others depending upon the circumstances.

For example, when **you** make a claim for cover, **we** may collect **your** personal information from **you**, the group policy holder to check you have met eligibility requirements, your family members and travel companions, as well as from third parties that provide services including doctors, hospitals, airlines, travel and accommodation providers, **your** agents and representatives. **our** agents, and other service providers. We are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations, including the Privacy Act 1988. We collect your personal information to enable **us** to properly assess and manage **your** insurance claim, and to provide the services we have agreed to provide under the group policy. For example, we collect your name, address, date of birth, email address, and sometimes your medical information, 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 services and to manage your and our rights and obligations in connection with your claim. For instance, we use it to check, process, and finalise your insurance claim. We may also use it for product development, customer data analytics, research, IT systems maintenance and development, recovery against third parties, for the detection and investigation of fraud, and for other purposes with your consent or where permitted by law.

**We** do not use **your** personal or 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, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents, your travel group leader if you travel in a group, your bank (NAB) 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.

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

**You** may also seek access to **your** personal data and ask **us** to correct and update it. **We** will delete **your** personal data when **we** no longer need it for a legitimate purpose.

**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: The 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 in the footer.

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 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 are for information only and do not affect interpretation. The following key words have special 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.

**accountholder** means any **NAB** customer, being a business entity or corporation who has entered into an **NAB commercial card** facility.

**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.

**cardholder** means an Australian resident who has been nominated by the **accountholder** and issued with an **NAB commercial card** by **NAB**, at the request of the **accountholder**.

**NAB** means National Australia Bank Limited ABN 12 004 044 937.

NAB commercial card means a current and valid:

- NAB Rewards Business Signature Card, or
- NAB Qantas Business Signature Card, or
- NAB Low Rate Business Card, or
- NAB Business Card, or
- NAB Corporate Card, or
- NAB Purchasing Card, or
- Business Visa Debit Card.

**unauthorised transaction** means an **NAB commercial card** transaction which has been made by the **cardholder** but was not authorised in any way by the **accountholder** and/ or was outside the **cardholder's** authority to transact.

we, our and us means Allianz Australia Insurance Limited and its agent AWP Australia Pty Ltd trading as Allianz Global Assistance.

you and your means the accountholder.

## Part A - Eligibility for Cover

## Who is eligible?

**Accountholders** of a **NAB commercial card** facility are eligible for the benefit of *Unauthorised Transactions Insurance*.

### **Part B - Period of Cover**

Cover is available for the duration of the period that the accountholder's NAB commercial card facility is current and valid.

#### Part C - Benefit limits

The maximum limits of what **we** will pay under *Unauthorised Transactions Insurance* are set out below:

All limits are shown in Australian dollars.

## Limit

Limit of \$20,000 for any one event with a maximum total limit of \$200,000 for all claims per **NAB commercial card** facility in any twelve (12) consecutive month period of cover.

## Part D - Excess & Exclusions

#### **Excess**

No excess applies to any claim payable under *Unauthorised Transactions Insurance*.

### **Exclusions**

To the extent permitted by law **we** will not pay for any loss arising from:

- a. any indirect losses or consequential liability of any kind, including punitive damages;
- b. any payment which would violate any applicable trade or economic sanctions, law or regulation; or
- any illegal act committed by you or any person acting on your behalf; or
- d. any unauthorised transactions incurred by any director, partner, principal or owner of the accountholder, or the spouse/partner, son, daughter, father or mother of the said directors, partners, principals or owners of the accountholder.

#### Part E - The cover available

#### What we cover

If during the period of cover available an **unauthorised transaction** is incurred on the **accountholder's NAB commercial card** facility by a **cardholder**, **we** will indemnify the **accountholder** for the loss they incur up to the limits specified in *Part C - Benefit Limits*.

#### **Conditions**

It is a condition of this insurance that **you** must take all reasonable steps to ensure **your cardholders** use their **NAB commercial card** in accordance with **your** instructions and any authority **you** have given to the **cardholder**, including (but not limited to) the following:

- you must instruct your cardholders in writing of the limits of their authority to use their NAB commercial card.
- When:
  - you no longer wish a cardholder to use their NAB commercial card; or
  - the cardholder's employment is terminated or the cardholder resigns; or
  - you become aware or suspect that an unauthorised transaction had been transacted (e.g. when an unauthorised transaction shows on a statement) or is likely to be transacted by the cardholder,

## you must:

- immediately communicate with the cardholder advising the cardholder that they are no longer authorised to use the NAB commercial card; and
- cancel the cardholder's NAB commercial card.

Subject to the claim being established and admitted by **us**, **we** will make payment to **you** of any **unauthorised transaction** amounts.

#### **Claims**

#### How to make a claim

Allianz Global Assistance administers the benefits available under the group policy. Please contact Allianz Global Assistance if you need to make a claim.

First check that **you** are covered by reading all sections in this booklet, especially *Part D - Excess & Exclusions* to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

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

**You** can obtain claim forms and information on how to make a claim by calling **Allianz Global Assistance** using the number shown on the inside front cover of this booklet, or email:

#### cardclaims@allianz-assistance.com.au

**We** will reimburse the reasonable communication costs **you** incur to contact **Allianz Global Assistance**.

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.

When **you** become aware of an **unauthorised transaction** likely to result in a claim **you** should take all reasonable steps to recover from the **cardholder** all **unauthorised transaction** amounts transacted by the **cardholder**. This includes (but is not limited to) **you** utilising, where legally possible, any monies held by **you** for or on behalf of the **cardholder** so as to avoid or reduce any loss through the **unauthorised transactions**:

**We** may also (depending upon the circumstances) require **you** to report the matter to the police and provide to **us** a copy of the police report (or incident report number).

#### **Documentation**

Where necessary, **Allianz Global Assistance** will provide **you** with claim forms which should be returned to them within 30 days or as soon as possible after **you** receive them. If **you** fail to contact **Allianz Global Assistance** within this time and **we** are prejudiced by **your** delay, then **our** liability in respect of **your** claim may be reduced in line with the prejudice **we** have suffered.

**We** may also require further documentation or material in support of the claim. This will include (but is not limited to) **NAB commercial card** facility statements.

## 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 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.

## Recovery

If during the period of cover made available, **you** suffer a loss which is not covered by the group policy, **we** may offer to attempt to recover **you**r uninsured loss for **you**.

**You** may specifically ask **us** to recover this for **you** however, **we** have no obligation to do so. **You** will need to give **us** documents supporting **you**r loss.

Before **we** include any uninsured loss in a recovery action **we** will also ask **you** to agree to the basis on which **we** will handle **your** uninsured recovery action. **You** may need to contribute to legal costs in some circumstances.

**We** will apply any money **we** recover from someone else under a right of subrogation in the following order:

- 1. To **us**, **our** costs (administration and legal) arising from the recovery.
- 2. To us, an amount equal to the amount that **we** paid to **you** under the group policy.
- 3. To you, your uninsured loss.

Once **we** pay **your** total loss (including **your** uninsured loss) **we** will keep all money left over.

If we have paid your total loss and you receive a payment from someone else for that loss or damage, you must pay us the amount of that payment up to the amount of the claim we paid you.

#### **Fraudulent Claims**

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this insurance, then to the extent permitted by law no payment will be made for that claim and **we** may take legal action against **you**. **We** will also inform **NAB** of the situation and **you** may no longer be eligible for this insurance.

## **Complaints and disputes**

If **you** have a complaint or dispute in relation to this insurance, or **our** services or **our** representatives, please call us using the contact details below, or put the complaint in writing and send it to:

Email: cardclaimcomplaints@allianz-assistance.com.au

Post: CustomerCare

Locked Bag 3014

Toowong DC, QLD 4066

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

Phone: 1800 187 025 (Office Hours Monday - Friday

8:30 – 17:00 except public holidays.

Calls from mobiles, public telephones or hotel

rooms may attract additional charges)

**We** will attempt to resolve the matter in accordance with **our** internal 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 complaint resolution service for consumers who have a general insurance complaint 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

Email: info@afca.org.au

#### **General Insurance Code of Practice**

**Allianz** subscribes to and is bound by the 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 above, or by visiting **www.codeofpractice.com.au**.

For more information, call Business Cards:

13 10 12

or visit us at nab.com.au



Hearing-impaired customers with telephone typewriters can contact us on 13 36 77.