

# American Express® ***GlobalTravel*** Card Product Disclosure Statement

(including Card Member Agreement)

**DATED: OCTOBER 2015**



This PDS does not take into account your personal objectives, financial situation or needs. You should consider your own circumstances before purchasing this product.

# Customer Service Centre

## Local Number

Australia	1300 248 389
	1800 057 234

## Toll-Free Numbers

Austria	0800 215599
Belgium	0800 81082
China	400 8811419
France	0805 540 524
Germany	0800 589 0835
Greece	00800 44 148 400
Hong Kong	307 12997
Indonesia	001 803 44 2308
Ireland	1 800 995 068
Italy	800 928 391
Japan	0120 983 630
Malaysia	1800 881 552
Netherlands	0800 090 0007
New Zealand	0800 128 006
Portugal	800 208 532
Singapore	1 800 622 1754
South Africa	0800 160 992
Spain	900 812 137
Sweden	0201 60 5834
Switzerland	0800 000 427
Thailand	001 800 441 7185
UK	0800 028 6434
USA	1 888 872 8751
Others	+1 801 849 2124 (Collect Calls Accepted)

For more local access numbers visit the American Express **GlobalTravel** Card website: [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel)

## BPAY<sup>®</sup> Details

Biller Code	768895
Reference Number	Your 15 digit card number

® Registered to BPAY Pty Ltd ABN 69 079 137 518.

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# Product Disclosure Statement

## 1. Product Issuer and Distributor

The American Express **GlobalTravel** Card and this Product Disclosure Statement (PDS) are issued by:

**American Express Travel Related Services Company, Inc.**  
200 Vesey Street, New York, NY 10285, United States of America

American Express Travel Related Services Company, Inc. also issues American Express Travellers Cheques.

The American Express **GlobalTravel** Card is distributed in Australia by:

**American Express International, Inc.**  
ABN 15 000 618 208  
12 Shelley Street, Sydney NSW 2000

American Express International, Inc. holds an Australian Financial Services Licence (no. 237996) which authorises it to provide financial product advice in relation to, and deal in, certain financial products including the American Express **GlobalTravel** Card.

American Express Travel Related Services Company, Inc. does not hold an Australian Financial Services Licence. The American Express **GlobalTravel** Card is issued by American Express Travel Related Services Company, Inc. pursuant to an intermediary authorisation between American Express Travel Related Services Company, Inc. and American Express International, Inc. Under that intermediary authorisation American Express International, Inc. may make offers to holders, or prospective holders, of the American Express **GlobalTravel** Card to arrange for American Express Travel Related Services Company, Inc. to issue (and, as appropriate, accept reloads on, make changes to and cancel) the American Express **GlobalTravel** Card.

Under this intermediary authorisation, American Express International, Inc. may remit to American Express Travel Related Services Company, Inc. a share of any amount where there is a foreign exchange conversion, ranging up to one percent. Depending on the circumstances, American Express International, Inc. may remit to its authorised distributors a share of any amount where there is a foreign exchange conversion, ranging up to four percent.

Accordingly, when the terms *we*, *us* and *our* are used in this PDS or in the Card Member Agreement:

- + in relation to the issue and maintenance of your American Express **GlobalTravel** Card and account, they mean American Express Travel Related Services Company, Inc.;
- + in relation to arranging, or offering to arrange, the issue, reload or cancellation of your American Express **GlobalTravel** Card or the variation of the terms of your account, they mean American Express International, Inc.; and
- + where the context permits (for example in the Dispute Resolution and Privacy of your Personal Information sections below), they mean both these companies.

## **2. American Express *GlobalTravel* Card**

### **2.1 What is the American Express *GlobalTravel* Card?**

The American Express *GlobalTravel* Card is a reloadable prepaid card – a safe, secure and easy way to carry your foreign currency abroad. Choose from three currencies: United States Dollar, Pound Sterling, and Euro. Each currency requires a separate American Express *GlobalTravel* Card.

The American Express *GlobalTravel* Card is prepaid, so you can only spend what you load on it.

The American Express *GlobalTravel* Card allows you to lock in the exchange rate from AUD to the Card Currency at the time of purchase. This means before you leave you know exactly what your AUD will purchase in the Card Currency for use overseas and you are protected from adverse fluctuations in this exchange rate while you travel. It is not linked to a bank account providing you a safe and convenient way to manage your travel money. In addition, unlike many other prepaid cards, available funds in your American Express *GlobalTravel* Card account never expire even after the plastic expires and you can always obtain a refund of the available balance from us, or transfer the funds to a new American Express *GlobalTravel* Card.

There are no inactivity fees unlike many other prepaid cards.

When you purchase the American Express *GlobalTravel* Card, we provide you with one active 'Primary' Card and one inactive 'Backup' Card. You may be required to activate your Primary Card before use when you purchase at certain authorised sellers. Please check the Card envelope to confirm if this is required, and for instructions on how to activate the Card.

If your Primary Card is lost or stolen, simply contact the Customer Service Centre to activate your Backup Card. If your Backup Card is also lost or stolen, you will be able to request a free Card replacement, either locally or when travelling abroad. If needed, you will be able to get access to your funds, at no additional charge, via Western Union while the replacement Card is in transit.

As a valued American Express customer, you will automatically be able to gain access to our Global Assist® Services. Global Assist provides trip planning assistance as well as emergency assistance when you are travelling outside Australia. Further details about Global Assist Services are available in the product's User Guide or at [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel)

In addition, you will be able to enjoy exclusive offers of high quality shopping, dining and travel from merchants across the world under the American Express Selects™ program. Special Card Member offers and experiences can be found at [americanexpress.com.au/selects](https://americanexpress.com.au/selects) and are updated frequently.

### **2.2 Who is the American Express *GlobalTravel* Card suitable for?**

The American Express *GlobalTravel* Card is suitable for anyone travelling internationally, either for business or leisure. Anyone 16 years or older, with an Australian residential address, can buy an American Express *GlobalTravel* Card. All you need to do is to satisfy the relevant customer identification requirements.

### **2.3 Where can you use the American Express *GlobalTravel* Card?**

You can use your American Express *GlobalTravel* Card to make purchases at millions of merchant locations where American Express Cards are accepted overseas – You will be asked to sign the receipt and your signature will be checked against your signature on the back of the American Express *GlobalTravel* Card. Please note that some merchants who accept American Express Cards may not accept the Card.

In addition, your American Express *GlobalTravel* Card is ready to use at overseas ATMs, where American Express Cards are accepted. All you need is your PIN. Make sure your PIN is a number you can remember. If not, we suggest that you change it before you travel by calling the Customer Service Centre. For a list of ATMs networks by (major) country, please refer to the ATM Network Listing at [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel)

You can also use your American Express *GlobalTravel* Card for online purchases with merchants outside Australia. Using your American Express *GlobalTravel* Card in the currency that the merchant transacts with provides you with a safe and convenient way to avoid foreign currency exchange rate fluctuations and conversion fees while shopping online. For security purposes you may be required to provide the 4-digit security code printed above the card number on the face of your American Express *GlobalTravel* Card and your name. You should use your first and last name as provided when you purchased the American Express *GlobalTravel* Card.

The American Express *GlobalTravel* Card is intended for use while travelling. You will not be able to use your American Express *GlobalTravel* Card in Australia and certain other countries where Australian or United States sanctions apply.

You can always request a refund of the available balance on your American Express *GlobalTravel* Card from an American Express Currency Exchange Stores or by contacting the authorised distributor where the Card was purchased in Australia. Please visit [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel) for the current “Where to Buy” location listing.

### **2.4 How can you purchase an American Express *GlobalTravel* Card?**

You can purchase an American Express *GlobalTravel* Card at American Express Currency Exchange Stores and authorised distributor locations in Australia\*. Authorised distributors will either have their own financial services license, be an authorised representative of a licensee or otherwise be authorised to distribute the *GlobalTravel* Card. Please visit [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel) for the current ‘Where to Buy’ location listing. Choose the currency card that best matches your travel/destination and lock in the exchange rate from AUD to that currency at the time of purchase. This means before you leave you know exactly what your AUD will purchase in the Card Currency for use overseas and you are protected from adverse fluctuations in this exchange rate while you travel. Please note that you will be required to show proof of address at the time of purchase.

## **2.5 How can you load additional funds on your American Express *GlobalTravel* Card?**

You can easily reload your American Express *GlobalTravel* Card at a branch of the authorised seller\* where you purchased your American Express *GlobalTravel* Card, at American Express Currency Exchange Stores in Australia or via BPAY. You will need to have your American Express *GlobalTravel* Card and an ID (e.g. valid driver's licence, passport) with you when you reload at a branch of the authorised seller\* where you purchased your American Express *GlobalTravel* Card or at American Express Currency Exchange Stores in Australia. For more details on reload, please refer to 'Available Balance of your American Express *GlobalTravel* Card' in the Card Member Agreement.

## **2.6 How can you manage your American Express *GlobalTravel* Card?**

You can register your American Express *GlobalTravel* Card and log on to [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel) or call the Customer Service Centre to manage your American Express *GlobalTravel* Card. Remember to have your American Express *GlobalTravel* Card in front of you.

## **3. Risks**

American Express is a world leader in providing charge and credit cards, travellers cheques, foreign exchange services and other prepaid products to consumers, small businesses and corporations. However, with all products there are some risks.

In certain circumstances you may be liable for any unauthorised charges on your American Express *GlobalTravel* Card as described in the Card Member Agreement. You may have some liability for an unauthorised charge even where you have complied with the Card Member Agreement.

There is a risk that you may not be able to access your funds held on the American Express *GlobalTravel* Card when there is a system failure affecting ATMs or merchant facilities.

The American Express *GlobalTravel* Card may not be accepted and replacement and refund services may not be available in certain countries, such as countries where Australian or United States sanctions apply.

There is a risk that you may incur charges on your American Express *GlobalTravel* Card which exceed the available balance on your American Express *GlobalTravel* Card. Should this occur, you will be liable to American Express for payment of any charges which exceed the available balance on your American Express *GlobalTravel* Card.

There is a risk that if you do not use your entire available balance on the Card during your travels, and if you choose to cash out your Card or close your Account when you return to Australia, the exchange rate for the foreign exchange conversion back to AUD may be worse than your original exchange rate from AUD into the Card Currency.

Neither American Express Travel Related Services Company, Inc. nor American Express International Inc., are authorised deposit taking institutions. Therefore, there is a risk as funds loaded onto the American Express *GlobalTravel* Card are not deposits and are not covered under the Financial Claims Scheme.

\* Please visit [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel) for the current "Where to Buy" location listing.

## 4. Fees

The following fees apply to the use of the American Express *GlobalTravel* Card:

		Denomination of American Express <i>GlobalTravel</i> Card		
		USD \$	GBP £	EUR €
<b>Initial Load Fee</b>	Payable on the initial purchase and load of the American Express <i>GlobalTravel</i> Card.	Up to AU\$15 (incl. of GST)		
<b>Reload Fee</b>	Payable each time funds are reloaded onto the American Express <i>GlobalTravel</i> Card.  For example if you load a foreign currency in the amount equivalent of AU\$2,500 onto your Card, the reload fee will be the lesser of 1% of the reload amount (AU\$25) and AU\$10. Therefore, in this case, the reload fee will be AU\$10 and the Australian dollar equivalent of your net reload will be AU\$2,490.	Up to 1% of the reload amount or AU\$10 (incl. of GST), whichever is the lower amount		
<b>ATM Withdrawal Fee</b>	Payable each time an ATM withdrawal is made. Some ATM owners may charge an additional fee when the American Express <i>GlobalTravel</i> Card is used. This fee is determined and charged by the ATM owner and is not retained by us.	\$2.00	£1.25	€2.20
<b>Cross-currency Conversion Fee</b>	Payable when a purchase or withdrawal is made in currency other than the American Express <i>GlobalTravel</i> Card's currency.  For example if your Card is denominated in US\$ and you make a purchase in EUR € for EUR €75 and the applicable exchange rate is US\$1 = EUR €0.75, then the converted amount is US\$100. The Cross-currency Conversion Fee will then be added to this amount. In this case the fee is 3% of the converted amount (US\$3). Therefore the total amount charged to your American Express <i>GlobalTravel</i> Card for this purchase will be US\$103.  See "Charges Made in a Currency other than the Card Currency" in the Card Member Agreement for more details.	3.0%		
<b>Emergency Card Replacement</b>	If you lose both your Primary and Backup Cards, there is no cost to replace a lost, stolen, damaged or expired Card.	Free		
<b>Emergency Funds Access</b>	If you need emergency access to your funds when your Card is lost, stolen or damaged, there is no charge.	Free		

## 5. Card Limits

The following limits apply to the use of the American Express *GlobalTravel* Card:

	Denomination of American Express <i>GlobalTravel</i> Card		
	USD \$	GBP £	EUR €
<p><b>Maximum Load/Balance</b> Your available balance on your American Express <i>GlobalTravel</i> Card cannot exceed these limits.</p>	\$30,000	£16,000	€24,000
<p><b>ATM Withdrawals 24 Hour Limit</b> You cannot withdraw more than these amounts from ATMs in a 24 hour period.  ATM operators may also limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited by regulatory controls.</p>	\$1,000	£600	€800
<p><b>Maximum BPAY Reload 24 Hour Limit</b> You cannot reload more than these amounts per person using BPAY in a 24 Hour period.  If your reload exceeds these amounts, it will be rejected. It is your responsibility to know your balance and to ensure you do not exceed these limits.</p>	\$7,800	£5,200	€7,200
<p><b>Maximum CASH Initial Load and Reload 24 Hour Limit</b> You cannot initially load or reload more than these amounts per person using cash settlement in a 24 Hour period.</p>	\$5,100	£3,400	€4,700
<p><b>Maximum Load 12 Month Limit</b> You can hold an American Express <i>GlobalTravel</i> Card in each currency but you cannot load/reload more than US\$60,000 across all American Express <i>GlobalTravel</i> Cards that you hold in a 12 month period.  For example if you hold two American Express <i>GlobalTravel</i> Cards, one denominated in GBP £ and one denominated in EUR €, the maximum that you can load in a 12 month period across both Cards would be equivalent to US\$60,000.  You cannot hold multiple American Express <i>GlobalTravel</i> Cards in the same currency. For example you cannot hold two cards denominated in US\$.</p>	USD 60,000 (or equivalent)		
<p><b>Emergency Funds Access via Western Union</b> You can receive emergency access to your funds via Western Union up to these limits and only in the name of the account holder.</p>	\$1,000	£600	€800

Each authorised distributor may determine the payment options and payment limits that can be used for loads and reloads which may be in addition to the table set out in Section 5.

## 6. Dispute Resolution

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve any complaints that may arise regarding our products.

If you have a complaint about the service or products provided to you, initially please contact the Customer Service Centre on the number set out on the inside cover of this PDS and on the back of your Card.

Please note that if you wish to dispute a transaction concerning the authorisation of a charge you should follow the procedure set out in 'Lost and Stolen Cards, Misuse of Your Account and Errors' in the Card Member Agreement.

If your complaint is not satisfactorily resolved within 20 business days, please address your complaint in writing to:

**The Complaints Manager**  
American Express *GlobalTravel* Card  
GPO Box 1582  
Sydney NSW 2001  
Australia

We make every endeavour to resolve the complaints in a prompt and fair manner. If, however, you remain dissatisfied with the decision, you may have your complaint considered by an independent, external dispute resolution body – the Financial Ombudsman Service (FOS). American Express International, Inc. is a member of this scheme. You may contact the FOS by:

**Mail:** GPO Box 3, Melbourne Vic 3001  
**Telephone:** 1300 78 08 08  
**Fax:** (03) 9613 6399  
**Internet:** [www.fos.org.au](http://www.fos.org.au)

American Express International, Inc. has professional indemnity insurance and internal procedures in place which satisfy the requirements of s912B of the Corporations Act 2001 ("the Act"). The insurance covers losses incurred by individuals and small businesses arising out of a breach by American Express of its obligations under Chapter 7 of the Act. This policy covers the professional services provided by employees and representatives of American Express even where that employee or representative has subsequently left the employment of American Express.

## 7. Privacy of Your Personal Information

The American Express Privacy Policy Statement sets out policies how American Express collects, uses, shares and keeps your personal information.

If you do not agree to our use of your personal information in this way, we may be unable to provide our products and services to you. The way we collect, use, share and keep your information is subject to the Privacy Act.

### Collection, Use and disclosure

To provide you a **GlobalTravel** Card and to establish and administer your **GlobalTravel** Card account, American Express needs to collect, use and disclose your personal information.

If you do not provide the information requested or give your agreement, American Express may decline your request for a **GlobalTravel** Card.

You agree that, subject to the Privacy Act, American Express and our agents may do the following:

- + Collect, use and disclose your Personal Information for purposes that include:
  - Providing you a **GlobalTravel** Card and administrating and managing your **GlobalTravel** Card account;
  - providing you with special offers or benefits and marketing our products and services;
  - planning, product development and research;
  - modelling and assessing risks and preventing or investigating fraud and crime;
  - complying with legislative and regulatory requirements, including for identify verification purposes; and
  - any other purpose you have consented to.
- + For the purposes set out above, we may share and exchange your personal information with:
  - any person whose details you have given us;
  - regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests; and
  - any organisation whose name, logo or trademark appears on the **GlobalTravel** Card or on the **GlobalTravel** Card account to you.
- + Monitor and record all telephone conversations between American Express and you for staff training and service quality control purposes.

## **Direct Marketing**

You invite American Express, our agents and our preferred alliance organisations (including insurance companies) to use your personal information to inform you of and offer products or services from American Express or a related company, or any third party providing products marketed jointly with American Express. American Express may contact you by phone, mail or electronically to do this. If you wish to withdraw this invitation and remove your name from the American Express marketing list, call us on 1300 366 238. This invitation will remain in place until you withdraw it or until twelve months after you cease being our customer.

## **Transfer of your personal information overseas**

American Express is a global organisation and we may use international entities to help our business functions. As a result American Express may need to share your information outside of Australia. It is impracticable to list out each and every country that American Express may share your information to, but such countries include UK, USA and India. American Express will ensure that any transfer of your personal information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles (other than Australian Privacy Principle 1).

## **Access and Correction**

You may access your personal information held by American Express, and advise if you think it is inaccurate, incomplete or out-of-date. You may do so by contacting:

*The Privacy Officer*

American Express International, Inc.

GPO Box 1582

Sydney NSW 2001

Australia

Phone: 1800 057 234

Or visit [americanexpress.com/au/content/privacy-statement.html](http://americanexpress.com/au/content/privacy-statement.html) for more information.

## **How we store your personal information**

American Express stores personal information in a combination of secure computer storage facilities and paper based files and other records.

American Express has taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. American Express uses generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. American Express will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

\* Please visit [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel) for the current "Where to Buy" location listing.

# Card Member Agreement

## 1. Introduction

This document sets out the agreement for your American Express **GlobalTravel** Card account with us (called your account). By using your account (or by signing and keeping the American Express **GlobalTravel** Card), you agree to the terms of this agreement.

*We, us* and *our* are explained in Section 1 of the PDS. *You* and *your* mean the person who applied for and holds this account. *Card* means any card or other account access device we issue for the purpose of accessing your account. *Charge* means all transactions made using a Card or otherwise charged to your account, and includes ATM withdrawals, purchases, fees, commissions, and all other amounts you have agreed to pay us or are liable for under this agreement. *Card Currency* means the relevant currency relating to your account, either United States Dollar, Pound Sterling or Euro. *Available Balance* means the account balance recorded by us available for use, in the Card Currency.

## 2. Protect your Card and Codes

To prevent misuse of your account, you must ensure that you:

- + sign the Card in ink as soon as received;
- + keep the Card secure at all times;
- + keep the 'Backup' Card separate from the 'Primary' Card;
- + regularly check that you still have the Card in your possession;
- + do not let anyone else use the Card;
- + ensure that you retrieve the Card after making a charge;
- + never give out your Card details, except when using the Card in accordance with this agreement and the PDS; and
- + follow any activation process we tell you about, as soon as possible.

To protect your PIN, telephone codes, on-line passwords and any other codes provided and approved by us to be used on your account (each called a *code*), you must ensure that you:

- + memorise the code;
- + destroy our communication informing you of the code;
- + do not write the code on the Card;
- + do not keep a record of the code with or near the Card or account details;
- + do not tell the code to anyone;
- + if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- + take care to prevent anyone else seeing the code when entering it into an automatic teller machine (called ATM) or other electronic device.

Your liability for losses arising from failing to protect your codes will be determined in accordance with the ePayments Code rather than the above guidelines. See the section 'Liability for Unauthorised Charges' for more details.

### **3. Use of your Card**

#### **3.1 No use within Australia**

You cannot use your Card at merchants or at any ATM within Australia.

#### **3.2 Permitted uses**

You may use your Card, subject to any restrictions set out in this agreement, to:

- + pay for goods and services from overseas merchants who accept the Card in person, by mail, telephone order or through the internet (*called merchants*); and
- + obtain cash at any overseas ATM that accepts the Card.

Please note that some merchants who accept American Express Cards may not accept the Card. If permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.

#### **3.3 Card limits**

Limits are applicable to the use of the Card as set out in Section 5 of the PDS.

#### **3.4 Prohibited uses**

You must not:

- + give your Card or account number to others or allow them to use your Card or account for charges, identification or any other purpose;
- + use your Card if you find your Card after reporting it to us as lost or stolen;
- + use your Card for a charge which would put your account into negative balance;
- + use your account if you have been notified that your Card has been suspended or cancelled or after the valid date shown on the front of the Card;
- + use your account for an unlawful purpose;
- + use your Card for recurring bill payments;
- + use your Card for gambling services; or
- + use your Card for over-the-counter cash withdrawals.

It is your responsibility to ensure that there is no prohibited use of your account. You will be responsible for any prohibited use of your account even if we did not prevent or stop the prohibited use.

## 4. Backup Card

We will provide you with a Backup Card in case your Primary Card is damaged, lost or stolen. The Backup Card can be used in the same way as your Primary Card, but has a separate number and PIN.

Your Backup Card is initially inactive and can only be used by you once activated by the Customer Service Centre and after your Primary Card has been deactivated. You must not give your Backup Card to any other person for their use.

You will be responsible for any charges made with your Backup Card and for ensuring that your Backup Card is used in accordance with this agreement.

## 5. Available Balance on your Card

### 5.1 Initial purchase and reloads

When you purchase the Card you must purchase funds in the Card Currency at an American Express Currency Exchange Store or authorised distributor in Australia\*. You can purchase your initial load using cash, debit card or any other payment method accepted by the distributor.

You can also add funds (reload) to your available balance at any time after the initial purchase. You can reload:

- (a) at a branch of the authorised seller\* where you purchased your Card;
- (b) at American Express Currency Exchange Stores in Australia using cash, debit card or any other payment method acceptable to us; or
- (c) BPAY – by using the Biller Code 768895 and your 15 digit card number as the reference number.

If you purchase funds using a currency other than the Card Currency, we will convert the funds as follows:

- (d) If you load or reload at an American Express Currency Exchange Store or authorised distributor, we will convert your load or reload amount (less any load or reload fee) into the Card Currency at the exchange rate notified to you prior to the load or reload transaction.
- (e) If you reload using BPAY, we will convert your reload amount (less any reload fee) into the Card Currency at the relevant exchange rate on the date we process your reload. The relevant exchange rate is the sell rate for the Card Currency notified on the board at an American Express Currency Exchange Store at the time of processing. Note that unless there are exceptional circumstances we will process your reload on the same day we receive cleared funds, which will be different to the date you send the payment by BPAY.

\* Please visit [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel) for the current "Where to Buy" location listing.

## **5.2 Use of available balance and negative balances**

The Card is not a credit or charge card. Its use is limited to the available balance and is subject to any other limits or restrictions referred to in this agreement and the PDS.

Your available balance will be reduced with the amount of each charge.

If you have an insufficient available balance to pay for a charge, the charge may be declined.

If your account goes into negative balance, following any charge authorised by you, the resulting balance immediately becomes a debt payable by you to us.

There is no interest payable to you on the available balance or any other funds received by us before they are cleared and form part of the available balance.

## **5.3 Authorisation**

We require charges to be authorised by us before they are accepted by a merchant. We may refuse any request for authorisation of a charge in certain circumstances, for example where the available balance is less than the charge, or where we suspect the charge is fraudulent, is subject to Australian or United States sanctions or does not comply with this agreement.

In some cases, a merchant may authorise a charge in advance and your available balance will be reduced by the amount of the authorisation. For example, when you hire a car, or check in to a hotel, the merchant will seek a pre-set amount, equivalent to the estimated final bill, to be reserved against your Card. This means that your available balance will be reduced by that amount until after the end of your car rental period or hotel stay. In some circumstances, this may temporarily restrict your ability to make further charges on your Card.

In other cases, merchants (e.g. car rental companies) may not accept the Card for charges authorised in advance, only for the final bill.

If you do not wish to incur a temporary reduction of the balance on your Card, which may be higher than the final bill, or if the merchant is not accepting the Card for pre-authorisations, we advise you to consider using a credit or charge card when making car rental reservations or checking into hotels and to use your Card to settle the final bill.

You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.

## 5.4 Cash outs

After all outstanding transactions and disputes are finalised, you can cash out the Card in full and be paid the available balance at an American Express Currency Exchange Store or at our authorised distributors in the Card Currency. This will then be converted to AUD using the relevant retail foreign exchange buy rate at the time the conversion is processed. For cash outs and conversions at some authorised distributors, we will send a cheque made payable to you for the relevant amount to your postal address last known to us. You can also cash out the remainder of funds on your Card and close your account. See 'Closing your Account' for more details.

## 5.5 No expiration of your available balance

The available balance never expires. At any time you can cancel your account and obtain a refund of the available balance in the Card Currency. See "Closing your Account" for more details. The available balance takes into account any pre-authorised or held amounts. These will be made available to you once the pre-authorisation has been cancelled or the held amount released.

# 6. Account Management

## 6.1 Review and update of your details

You can check your account balance, transaction history, and edit your profile by logging onto [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel) or calling the Customer Service Centre.

You can change your PIN by calling the Customer Service Centre and selecting the 'Change your PIN' option at the main menu. For your security, this is an automated service and requires that you know your current PIN to change it. If you cannot remember your PIN, you can view it online, by logging into your account on [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel).

We recommend that you check your account balance and transaction history periodically for accuracy. If you believe any transaction is wrong or was not authorised, you must notify us promptly but in any event within 30 days of the transaction date. If we request, you agree to promptly provide us with written confirmation of the error in your transaction. See "Lost and Stolen Cards, Misuse of Your Account and Errors" for details of what you should do.

## 6.2 Replacement cards

If your Primary Card is lost, stolen or damaged, contact the Customer Service Centre immediately and we will deactivate the lost Card and activate your Backup Card, so that you will be able to use your Backup Card immediately. If both Cards are lost or stolen, a replacement Card can be delivered to a convenient location.

If you need access to funds on your account while the replacement Card is in transit, we can arrange emergency funds access via Western Union, at no additional fee. Note that limits apply to this service as set out in Section 5 of the PDS.

## 7. Fees

The fees and commissions that apply to your account are set out in Section 4 of the PDS or as notified to you from time to time. You agree to pay these fees and commissions and you authorise us to charge them to your account when due or deduct them from the relevant load or reload. Fees charged to your account will reduce your available balance.

Note that some merchants may charge an additional fee when the Card is used. This fee is determined and charged by the relevant merchant and is not retained by us.

We reserve the right to change the circumstances in which any of the fees or the foreign exchange currency conversion fee on your account is charged and the amount of those fees or commission. We will provide notice of any change in accordance with the 'Changes' section of this agreement.

You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the 'Changes' section of this agreement.

## 8. Charges Made in a Currency other than the Card Currency

If you make a charge in a currency other than Card Currency (*foreign currency charge*) that charge will be converted into the Card Currency. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you made your charge as it depends on when the charge was submitted to us.

If the foreign currency charge is not in United States Dollar, the conversion will be made through United States Dollar, by converting the foreign currency charge amount into United States Dollar and then by converting the United States Dollar amount into the Card Currency. If the foreign currency charge is in United States Dollar, it will be converted directly into the Card Currency.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission as set out in the PDS or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.

The amount of any refund of a charge made in foreign currency will generally differ from the amount of the original charge because:

- (a) in most cases, the rate applied to any refund will differ from the original rate applied to the charge; and
- (b) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

## **9. Card is Our Property**

All Cards remain our property at all times. You may be asked and you agree to return the Card to us or anyone we ask to take it on our behalf, including merchants. For example, we may ask you to return the Card where it has been suspended, cancelled or is no longer valid. We may also inform merchants that your Card is no longer valid.

## **10. Lost and Stolen Cards, Misuse of your Account and Errors**

You must contact the Customer Service Centre immediately using the contact details on the inside cover of the PDS and on the back of your Card if:

- + a Card is lost or stolen;
- + a replacement Card has not been received;
- + someone else learns a code;
- + you suspect that your account is being misused; or
- + you suspect that a charge has been posted to your account in error.

If a Card that you have reported lost or stolen is later found, you must destroy it and continue to use the Backup Card or, if applicable, wait for the replacement Card.

If you suspect that your account is being misused or a charge posted to your account is wrong, you must also provide to us the following information and any other information we ask for:

- + your name, address and Card number;
- + details of the charge or the error you consider is wrong or unauthorised;
- + the transaction amount and an explanation as to why you believe it is an unauthorised charge or an error;
- + details of whether your code is secure (including, if relevant, details of whether the code has been disclosed to anyone or written down anywhere) and whether the Card was stolen or was lost for any period.

You agree to cooperate with us, including giving us a statutory declaration, affidavit and/or a copy of an official police report, if we ask. You also agree that we may provide information to regulatory authorities.

## **11. When you are liable for unauthorised Charges**

If applicable, your liability for unauthorised Charges will be determined in accordance with the ePayments code and we warrant that we will comply with the ePayments code.

You will not be liable for unauthorised Charges where you have not contributed to them. For example; where they were

- + due to our fraud or negligence, or that of a merchant or third party, involved in networking arrangements.
- + related to a forged, faulty, expired or cancelled Card, PIN or account access device.

- + occurred before you receive your Card, PIN or any other account access device.
- + related to a Charge being incorrectly debited more than once.
- + related to a Charge after you had notified us of the misuse of your account, loss or theft of your Card or breach of security for your PIN or other security codes.

However, you may be liable for certain unauthorised Charges. For example where you contribute to the unauthorised Charge;

- + through fraud, by breaching the security requirements in the “Protect your Card and Codes” section above, or leaving the Card in an ATM. Then you will be responsible for all unauthorised Charges until you report the loss or breach of security requirements to us.
- + through unreasonably delaying reporting of the misuse of your account, loss or theft of your Card or breach of security for your PIN or other security codes.

Then you will be responsible for all unauthorised Charges between when you become aware of the loss or breach of security requirements (or should reasonably have become aware) and when it was reported to us.

If applicable, under the ePayments Code, you are not liable for any portion of losses greater than a limit on your account or under any rights we may have under Card Scheme rules.

## 12. Changes

In addition to our right to change fees and charges, and to introduce new fees and charges, set out in the ‘Fees’ section of this agreement we may:

- (a) impose, remove or adjust a daily or other periodic transaction limit applying to the use of a Card, an account or electronic equipment;
- (b) change your liability for losses relating to unauthorised charges (provided the change is consistent with the ePayments Code);
- (c) change benefits and services associated with the account;
- (d) change any other provision of this agreement or the PDS.

We will inform you in accordance with the ‘Communicating with You’ section of this agreement. We will give you at least 20 days advance written notice for a change to this agreement or the PDS, except where the change is required by an immediate need to manage, restore or maintain integrity or security.

If you are dissatisfied with any change to this agreement or the PDS, you may cancel this agreement as set out under the ‘Closing your Account’ section of this agreement.

The latest version of this agreement or the PDS is available on [americanexpress.com.au/globaltravel](http://americanexpress.com.au/globaltravel)

## **13. Assignment**

### **13.1 Transfer by us**

- (a) We may assign any of our rights under this agreement. We may also transfer our obligations under this agreement to any third party provided we are reasonably satisfied that there will be no detriment to you in the transfer.
- (b) You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.

### **13.2 Transfer by you**

Your rights under this agreement are personal to you and may not be assigned without our written consent. The Card is not transferable and may only be used by you.

## **14. Severability**

If any provision of this agreement or the PDS conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' other obligations which will continue as amended.

## **15. Suspension**

We may without informing you first, immediately stop you from using a Card or we may refuse to authorise a charge. For example, we may do so where the available balance is negative, or where we suspect that a charge is fraudulent, or does not comply with law or this agreement. This agreement will continue if we take either of these actions.

## **16. Closing your Account**

You may request to end this agreement at any time by calling the Customer Service Centre and requesting the closure of your account and destroying your Cards. However, you cannot end this agreement while there are outstanding transactions or disputes.

We may end this agreement at any time if:

- (a) you have not complied with this agreement;
- (b) we suspect any illegal use of a Card;
- (c) you have given us false or misleading information;
- (d) you have allowed any other person to use a Card; or
- (e) we are required by law to do so,

or for any other reason on 30 days notice.

Once your account is closed, you must destroy any Cards by cutting them in half diagonally and disposing of them securely. You will continue to be responsible for all charges made using your Card.

After all outstanding transactions and disputes are finalised, you can cancel your account and cash out the Card in full and be paid the available balance at an American Express Currency Exchange Stores or at our authorised distributors in the Card Currency. This will then be converted to AUD using the relevant retail foreign exchange buy rate at the time the conversion is processed. For cash outs and conversions at some authorised distributors, we will send a cheque made payable to you for the relevant amount to your postal address last known to us.

The available balance takes into account any pre-authorised or 'held' amounts. These will be made available to you once the pre-authorisation has been cancelled or the 'held' amounts released.

## **17. Communicating with You**

All notices (which include changes to this agreement and the PDS), disclosures and other communications (together called communications) will be communicated with you as follows:

- (a) by writing to you at your residential or postal address last known to us;
- (b) by email, including a link to the [americanexpress.com.au/globaltravel](https://www.americanexpress.com.au/globaltravel);
- (c) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia; or
- (d) if the notice or communication results in a change to this agreement and the PDS which is not detrimental to you or is immaterial, we may not notify you directly, but will include the latest version of this agreement and PDS at [www.americanexpress.com.au/globaltravel](https://www.americanexpress.com.au/globaltravel)

You must inform us immediately if you change your address or other information (such as postal, telephone or e-mail address) you have given to us. If we have been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any communication if we send it in accordance with other contact information for your account appearing in our records or if we do not send the communication because previous communications have been undeliverable. You must inform us if you want an address or other contact information to apply to more than one account with us.

You also agree to give us any additional information and support documentation that we request or that you are required to give us by law.

## **18. No waiver of our Rights**

If we fail to exercise any of our rights under this agreement or the PDS, this will not be a waiver of our rights and will not prevent us from exercising them later.

## **19. Complaints and Problems with Goods or Services Purchased**

Subject to applicable law, if you have a complaint or problem with a merchant or any goods and services charged to your account, you must settle the dispute directly with the merchant.

In some circumstances, we may be able to charge back a transaction to a merchant. We can usually do so if you have failed in resolving the dispute with a merchant. If you delay in reporting any disputes, or do so after 30 days of the transaction, we may lose our charge back rights and you will be liable for that transaction.

## **20. Assignment of Claims**

Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you are automatically deemed to have assigned and transferred to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your account. After we credit your account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we reasonably require. Crediting your account on any occasion does not oblige us to do so again.

## **21. Examples**

When we provide examples in this agreement, they do not limit the provisions of this agreement. The terms 'includes', 'such as' and 'for example' mean, respectively, 'includes without limitation', 'such as but without limitation' and 'for example but without limitation'.

## **22. Governing Law**

This agreement is governed by the laws of New South Wales and the courts of New South Wales shall have jurisdiction over all parties to the agreement.

## **23. Taxes, Duties and Exchange Control**

You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any charge on your account or any use of the account by you.

## 24. Limitation of our Liability

We are not responsible or liable to you for:

- (a) any delay or failure by a merchant to accept the Card;
- (b) our refusal to authorise a charge;
- (c) goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account;
- (d) except in relation to our liability set out in the ePayments Code, loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you for any refusal by a merchant to accept the Card.

If any warranties or conditions are implied under the Australian Securities and Investments Commission Act 2001 or any similar law in respect of goods or services supplied under this agreement or in connection with a Card, then our liability for a breach of any such warranty or condition is limited to:

- (e) in the case of goods, the replacement cost of the goods, the supply of equivalent goods, the repair of the goods, or the cost of having the goods repaired; and
- (f) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

\* Please visit [americanexpress.com.au/globaltravel](https://americanexpress.com.au/globaltravel) for the current "Where to Buy" location listing.





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