

Low Rate Mastercard

Complementary Insurance Terms and Conditions

Effective [1 April 2019]

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This coverage terms and conditions document, and any other document specified by the Insurer is subject to and forms part of the Group Policy (“the Group Policy”) which has been issued to the Policyholder by AIG Australia Limited of Level 19, 2 Park Street Sydney NSW 2000 and is subject to the terms and conditions contained herein.

AIG Australia’s email and telephone number is detailed below.

Important Information

This document contains important information about as well as the terms and conditions governing the complementary insurance covers available to Cardholders. These covers are available under the Group Policy issued to the Policyholder by AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686 (“AIG”).

Access to cover is provided to You solely by reason of the statutory operation of section 48 of the *Insurance Contracts Act 1984* (Cth).

The Policyholder is a group purchasing body under the ASIC Class Order CO08/1 (“the Class Order”) and this document constitutes the necessary disclosure required by the Policyholder under the Class Order. The Policyholder is not the Insurer, does not guarantee or hold this right on trust for You, does not act on AIG’s or Your behalf and is not authorised to and makes no recommendation or provides any financial advice in relation to these insurances. The Policyholder is also not an Authorised Representative of AIG nor is it an Authorised Financial Services Licensee under the *Corporations Act 2001* (Cth).

These covers are provided at no additional cost to You and the Policyholder does not receive any commission or remuneration from AIG for arranging this cover.

You should consider obtaining your own financial product advice about the coverage under the Policy from a person who is able to give such advice under an Australian Financial Services Licence.

If the Group Policy is terminated any claim arising prior to such date of termination will, subject to the terms of the Policy, be covered by the Insurer.

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

AIG Australia Limited

Level 19, 2 Park Street

Sydney, NSW 2000

Australia

APAC.Mastercard@aig.com

Termination or Variation of Cover

AIG or the Policyholder may vary, terminate or not renew the Policy where permitted by law and your consent may not be required in each case. The Issuer, on behalf of the Policyholder, will notify you of any variation, termination or non-renewal of the Policy. Variation, termination or non-renewal does not affect your rights arising before these events occurred.

The existing cover will apply to events occurring before the date of termination or non-renewal. No cover is provided for events occurring after the date of termination or non-renewal.

There are statutory consequences for the Policyholder when no notification is given to you of termination or non-renewal. These are detailed in the Class Order.

You will not be notified if the Group Policy is terminated or not renewed and substantially similar cover applies or will apply.

Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information on the Code is available at www.codeofpractice.com.au

Complaints and Dispute Resolution

AIG strives to provide a consistently high standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, we realise that you will want to let us know and may wish to make a complaint.

If you make a complaint we will make sure that your concerns are addressed as quickly as possible.

What Should You Do If You Have A Complaint?

You can register a complaint by telephoning us on 1800 339 669 or by writing to:

The Compliance Manager AIG

Level 12, 717 Bourke Street
Docklands VIC 3008

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

What should you do if you are not happy with our response to your complaint?

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

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

The Chairperson IDRC AIG

Level 12, 717 Bourke Street
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days.

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

Australian Financial Complaints Authority

GPO Box 3
Melbourne, VIC 3001

Tel: 1800 931 678 (local call fee applies)

Email: info@afca.org.au. Internet: <http://www.afca.org.au>

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

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

Privacy Notice

This notice sets out how AIG collects uses and discloses personal information about:

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

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

How We collect Your personal information

AIG usually collects personal information from You or Your agents.

AIG may also collect personal information from:

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

Why We Collect Your personal information

AIG collects information necessary to:

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

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

To whom We disclose Your personal information

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

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

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

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

Access to Your Personal Information

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

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

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

Consent

You consent on behalf of Yourself and any other individuals You provide information to the collection, use and

disclosure of personal information as set out in this notice.

Summary of Cover

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

Insurance Coverage	Benefit Amount (AUD)
Purchase Protection	Per Occurrence Limit : \$500 Annual Aggregate Limit: \$1,000 Excess: NIL Maximum Number of incidents per Group Policy Period: Unlimited
Price Protection	Per Occurrence Limit: \$500 Annual Aggregate Limit: \$1,000 Excess: NIL Maximum Number of Incidents per Group Policy Period: Unlimited
Extended Warranty	Per Occurrence Limit : \$250 Annual Aggregate Limit: \$1,000 Excess: NIL Maximum Number of Incidents per Group Policy Period: Unlimited

Limits of Liability

Per Occurrence Limit: Our liability for any one incident shall not exceed the Per Occurrence Limit stated in the Summary of Cover above.

Annual Aggregate Limit: The total of all benefits paid or payable during the Group Policy Period in connection with any particular Insurance Coverage shall not exceed the Annual Aggregate Limit stated in the Summary of Cover above.

Maximum Number of Incidents: We will only be liable if the incident is within the number of incidents during the Group Policy Period and as stated in the Summary of Cover above and the applicable sections below.

Excess: Subject to the Per Occurrence Limits that apply, We will pay only that part of the total of a covered loss that exceeds the Excess amount shown in the Summary of Cover above.

Definitions

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter.

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

AIG/Insurer/We/Us /Our means AIG Australia Limited

Annual Aggregate Limit means the maximum amount per Cardholder (as specified in the Limits of Liability and Summary of Cover as well as the applicable coverage sections) for which the Insurer is liable during the Group Policy Period.

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

Cardholders/Insured Person(s)/You means all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account, in the Territory and where such Eligible Card is issued by the Issuer.

Covered Purchases means items, other than those listed under the Exclusions found in the Purchase Protection Section and Extended Warranty Section, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

Credit Account means any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.

Eligible Card means the Issuer's Low Rate Mastercard issued within the Territory.

Eligible Cardholders means those Cardholders with Eligible Cards who shall be entitled to receive payment or such other benefit as is provided for under these coverage conditions.

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

Group Policy Period means 1st April 2019 to 31st March 2020.

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

Issuer means Latitude Finance Australia (ABN 42 008 583 588 Australian Credit Licence Number 392145).

Manufacturer Warranty: the contractual obligation (if any) or statutory obligation to repair or to replace an article due to mechanical breakdown that renders the article unfit for its intended purpose provided by the maker of the item. This includes store brand warranties provided on store brand products.

Per Occurrence Limit means the maximum amount payable as specified under the Limits of Liability and Summary of Cover as well as the applicable coverage sections.

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

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

Territory means Australia.

Theft means the unlawful taking of a Covered Purchase belonging to the Cardholder without their consent.

Group Policy Term

Coverage, which is provided under the Sections detailed below, will only be provided during the Group Policy Period. The Group Policy Period begins at 12:00 a.m. on 1st April 2019 and will expire at 11:59 p.m. on the 31st March 2020.

Coverage

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

Purchase Protection Section

The Insurer will pay for loss of Covered Purchases due to Accidental Damage or Theft occurring within one hundred eighty (180) days from the date of purchase as indicated on the relevant receipts, up to the Per Occurrence Limit and subject to the Annual Aggregate Limit per Cardholder.

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

Coverage Conditions

- 1) The Insurer reserves the right in its sole discretion to determine whether to have the item repaired or replaced, or to reimburse the original purchase price less any rebates, discounts or rewards points.
- 2) Covered Purchases that constitute a pair or a set will be limited to the cost of repair or replacement of the specific item if repairable or replaceable; otherwise, the value of the pair or set will be covered, subject to the Per Occurrence Limit.

Claim Amount and Excess

The Per Occurrence Limit we will pay under this coverage section is AUD 500 with an Annual Aggregate Limit of AUD 1,000.

For each and every claim, you will be obliged to pay an excess of AUD (nil).

Maximum Number of Incidents is unlimited incidents during the Group Policy Period.

Exclusions

Under this Section, We do not provide coverage for any of the following:

- any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories;
- permanent fixtures, including but not limited to, carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
- travelers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;
- art, antiques, collectable items, furs, jewelry, gems and precious stones;
- consumables or perishables;
- plants or animals;
- used, rebuilt, refurbished, or remanufactured items at the time of purchase;
- items rented or leased;
- items purchased for resale, professional, or commercial use;
- services, shipping, handling, installation or assembly costs;
- items damaged through alteration (including cutting, sawing, and shaping);
- items left unattended in a place to which the general public has access;
- losses caused by abuse, willful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure, nuclear, biological or chemical event, terrorism or war.

Price Protection Section

Under this Section, We will reimburse You for the price difference between: (i) the original price You paid for an item, with Your Eligible Card, and, (ii) a lower price, for the same item, identified by the same brand, make, model name and model number, as shown in a Printed Advertisement or In-store Printed Promotion from a different retailer.

Coverage Conditions

- The item must be paid for entirely with the Eligible Card.
- The lower price must be in a Printed Advertisement or In-store Printed Promotion
- The Printed Advertisement or In-store Printed Promotion must be published within thirty (30) days of Your original purchase.
- If the lower price is the result of, or is further reduced due to any of the following:
 - an advertised rebate;
 - a redeemable manufacturer's coupon; or
 - a refund of any sort,

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

Claim Amount and Excess

The Per Occurrence Limit we will pay under this coverage is AUD 500 with an Annual Aggregate Limit of AUD 1,000.

For each and every claim, you will be obliged to pay an excess of AUD (nil).

Maximum Number of Incidents is unlimited incidents during the Group Policy period.

Exclusions

Under this Section, We will not pay for any price difference(s):

- when an item's original purchase price is below AUD 50;
- resulting from internet purchases, internet advertisements, mail orders, catalogue purchases and phone orders;
- for items advertised as "limited quantity", "going out-of-business sales," "cash only" or "close out" sales;
- resulting from package offers, manufacturer's coupons, employees discount, or, where the advertised price includes bonus or free offers, special financing, installation, rebate, one-of-a-kind or other limited offers;
- for items sold by retailers that are affiliated through common ownership interest;
- for cash, cheques, show tickets, securities and other negotiable instruments, bullion, stamps, lottery tickets or tickets to events, admission or entertainment;
- for art, antiques, firearms, and collectable items;
- for furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- for perishable item including food, beverages, tobacco and fuel;
- for used, recycled, previously owned, rebuilt, or remanufactured items, whether or not You knew the item was used, previously owned, rebuilt, or remanufactured, at the time of purchase;
- for pharmaceutical, optical or medical products or equipment;
- for customized/personalized, unique and one-of-a-kind items;
- for any item acquired illegally;
- for living animals and plants;
- for any motor vehicles, including but not limited to, automobiles, boats, airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
- for land, permanent structures and fixtures including, but not limited to, buildings, homes, dwellings, and building and home improvements;
- for services You may purchase including, but not limited to, the performance or rendering of labour or maintenance, repair or installation of products, goods or property, or professional advice of any kind;
- due to shipping and/or transportation costs, handling costs and sales tax;
- for items advertised outside of Australia or in a Duty Free zone;
- resulting from special deal(s) available only to the members of specific organizations, or, in a place not open to the public, such as clubs and associations;
- for items purchased for resale, professional, or commercial use;
- for items not purchased during the Group Policy Period;
- that result from, or are related to, Business pursuits including Your work or profession;
- for any merchant's credit, discount and/or manufacturer's rebates
- for shipping and handling fees; or
- more than the actual amount charged for the purchased item.

Extended Warranty Section

The benefits provided under this Extended Warranty section are in addition to other rights and remedies available to You under the Australian Consumer Law and any other relevant law. This Extended Warranty cover in no way changes limits or restricts such rights or remedies.

Covered Purchases come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Subject to the Coverage Conditions below, upon the expiration of the Manufacturer's Warranty and subject to the terms of this Extended Warranty cover, coverage under this Section duplicates the terms of the original Manufacturer's Warranty up to one (1) full year for Covered Purchases that cease to operate satisfactorily and require repairs during the Group Policy Period. Benefits are provided to pay for the repair or replacement of a Covered Purchase, up to the amount charged for the item or Per Occurrence Limit, whichever is less, subject to the Annual Aggregate Limit.

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

Repair of Covered Products that are capable of retaining user-generated data, may result in loss of the data.

Coverage Conditions:

- 1) Covered Purchases must be subject to a Manufacturer's Warranty of not less than twelve (12) months but not greater than two (2) years. The two year period can either be the Manufacturer Warranty alone or a combination of the Manufactures Warranty and any additional optional warranty period (if any). The total warranty period including the coverage provided in the Policy shall not exceed three (3) years.
- 2) Covered Purchases must be validly covered under the Manufacturer's Warranty in the country of use and which warranty must effectively address the extent of cover, the period of cover, what the manufacturer will do to correct the problem and whom to contact for service.
- 3) Covered Purchases may be repaired or replaced or the Cardholders may receive reimbursement of the original purchase price less any rebates, discounts or rewards points.

Claim Amount and Excess

The maximum Per Occurrence Limit we will pay under this coverage is AUD 250 with an Annual Aggregate Limit of AUD 1,000.

For each and every claim, you will be obliged to pay an excess of AUD (nil).

Maximum Number of Incidents is unlimited incidents during the Policy period.

Exclusions

Under this Section, the Extended Warranty cover will not apply to:

- boats;
- motorized vehicles including airplanes, automobiles and motorcycles, and any equipment, parts or accessories;
- land or buildings;
- consumables and perishables;
- any customized, unique, or rare items;
- used, rebuilt, refurbished and re-manufactured items at the time of purchase;
- items purchased for resale, professional, or commercial use;
- items which carry a "satisfaction guaranteed" promise that provides product replacement or benefits for anything other than defects in materials and workmanship of the item;
- items which carry a Manufacturer's Warranty of longer than three years;
- services, maintenance, repair, installation or assembly costs;
- any shipping or promised time frames of delivery, whether or not stated or covered by the Manufacturer's Warranty; and
- any costs relating to damage to Covered Purchases caused by accident, neglect, abuse, willful damage, vermin and insect infestation, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or Acts of God.

Claims

Uniform Provisions applicable to all coverages

Notice of Claim: Written notice of any claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within thirty (30) days from the date of the loss incident may result in a denial of the claim. Notices should be sent to the Insurer at:

AIG Australia Limited
Level 19, 2 Park Street

Sydney, NSW 2000
Australia
Tel: +61395224111
Customer Service Timing: 8:30AM to 5:30PM, Monday to Friday
Email: APAC.Mastercard@aig.com

Duties after a loss

Purchase Protection Section

In the event of a loss under the Purchase Protection Section, you must provide to the Insurer:

- a) a signed claim form, if provided;
- b) the Cardholder's statement of account or a copy of the purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card and / or have been acquired with points earned by a rewards program associated with the Eligible Card;
- c) for Theft claims, official copies of the police report within thirty (30) days of discovering the incident;
- d) for damage claims, official copies of the quotation for repairs;

Please note Cardholders may be required to send the damaged item(s) to the Insurer, at their expense, for further evaluation.

Price Protection Section

In the event of a loss under the Price Protection Section, You must provide to the Insurer:

1. the printed advertisement or with photo of in-store printed promotion;
2. completed and signed claim form with the following documents:
 - a. the purchased item sales receipt;
 - b. a copy of the Eligible Card statement demonstrating that the entire purchase was made with Your Eligible Card, if the information is not available on the item sales receipt; and
 - c. A copy of the Printed Advertisement showing the purchased item, sale date and /or date of the Printed Advertisement, lower advertised price, and advertising retailer's name or photo of the In-store Printed Promotion showing the purchased item, sale date and/or date of the Printed Advertisement, lower advertised price, and advertising retailer's name.

Extended Warranty Section

In the event of a loss under the Extended Warranty Section, You must provide to the Insurer:

1. a signed service request form, if provided
2. the Cardholder's statement of account or a copy of purchase receipt showing payment of the item was made entirely with the Eligible Card and /or have been acquired with points earned by a rewards program associated with the Eligible Card;
3. legible copies of all warranty information including, but not limited to: the manufacturer's original warranty; the store warranty; any other applicable extended warranty; evidence that the Manufacturer will not honour the warranty due to the warranty period expiring; and

Please note Cardholders may be required to send in the defective item(s) to the Insurer, at their expense, for further evaluation.

General Conditions (applicable to all covers)

A. Disputes

In the event of a dispute, the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

B. Governing Law

The terms and condition found in this document shall be governed by the laws of the state of New South Wales.

C. Loss Prevention

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

D. Sanctions

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of the Group Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

E. Transfer

You may not transfer Your interest in this insurance to anyone.

F. Subrogation

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

G. Burden of Proof

In any action, suit or other proceedings where We allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered, the burden of proving such loss or damage shall be on You.

H. Compliance

The benefits set out in this document are subject always to Your full compliance with its terms and conditions.