



# Group Personal Accident & Sickness Insurance

Product Disclosure Statement (PDS) & Policy Wording

Version 1

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Chubb Insurance Company Of Australia Limited  
ABN 69 003 710 647 AFSL No 239778  
[www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

**PeopleSure** 

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# Product Disclosure Statement (PDS)

## About Our Group Personal Accident & Sickness Insurance

### Insurer

The *policy* is underwritten and issued by Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 (Chubb also referred to as *us*, *we* or *our*). Chubb is a member of the Chubb Group of Companies whose operating business commenced in 1882.

Please read the Product Disclosure Statement (PDS) and the *policy* carefully and do not hesitate to contact *us* should *you* wish to comment on any aspect of *our* service to *you*.

### What is the Product Disclosure Statement?

The *policy* is underwritten and issued by Chubb. The PDS provides general information only, and should be read in conjunction with the attached *policy* wording and any endorsements attaching to it. The PDS and *policy* contain important information that *you* should read carefully before deciding to take out any insurance cover.

### The Meaning of Certain Words

Throughout this PDS and in the *policy* wording, certain words appear in italics. These words have special meaning and are included in the General Definitions and in the Definitions appearing in the individual *policy* Sections located in this document. Please refer to the Definitions for their meaning.

### Paragraph Headings

The paragraph headings used throughout this PDS, the *policy* wording, and the *policy schedule* are intended for reference purposes only and do not inform *policy* interpretation.

### Policy Terms and Conditions

The information contained in the PDS is general information only and does not form part of *your* contract with *us*. The *policy* is *our* legal contract with *you* and contains the terms, conditions and exclusions relating to the insurance cover to be provided by *us*.

The PDS and the *policy*, which includes the *policy schedule*, are important documents, so please check them carefully for the coverage they provide and retain them safely for future reference. Certain types of cover under this insurance require *you* or an *insured person* to provide documentary evidence to *us* where a claim is made (e.g. medical certificates, proof of earnings). *You* should also keep those documents in a safe place in case *we* need them to settle a claim.

Should *you* require any further information about this or any other product, please contact *your* authorised financial services provider.

## Updating Our PDS

We may need to update the information contained in *our* PDS from time to time (where allowed or required by law). We will issue *you* with a new PDS or a Supplementary PDS when this happens.

## Group Insurance Policies

If *you* are a corporation or any type of group, association or organisation obtaining this *policy* for the benefit of *your* members or *employees*, *you* must ensure that a copy of this PDS and the *policy* is provided to each member or *employee* in *your* organisation.

If new members or *employees* join *your* organisation *you* must ensure they are provided with this PDS and the *policy* when they join.

## Significant Risks and Benefits of the Group Personal Accident & Sickness Insurance Policy

This document has been prepared to assist *you* in understanding the Group Personal Accident & Sickness Insurance provided by this *policy* and to help *you* make an informed choice about it. *You* must decide what cover *you* need, so please read this PDS, the *policy* which includes the *policy schedule*, the Table of Events and the Benefit Amounts, and any other documents that *we* tell *you* form part of *your policy*, carefully. *You* should be aware of what the *policy* covers, the limits on cover and the exclusions from cover. There are also conditions of cover with which *you* must comply; if *you* do not, *we* may not have to pay any claim *you* make.

We may be prohibited by law from providing cover where:

- trade or economic sanctions or other laws or regulations apply to *us*, *our* parent company or its ultimate controlling entity; or
- an *insured person* is eligible for benefits under Medicare or private health insurance laws or regulations in Australia including the Health Insurance Act 1973 (Cth) *National Health Act* 1953 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules 2010 or any successor legislation. Accordingly, *you* and all *insured persons* should check their eligibility for cover under this Group Personal Accident & Sickness Insurance *policy*. They may need to submit claims to Medicare and arrange private health insurance.

Some of the significant benefits of the Group Personal Accident & Sickness *policy* include:

- cover is available for persons up to seventy-five (75) years of age;
- Personal Accident and Sickness benefits including:
  - Accidental Death and Disablement
  - Weekly Injury Benefit
  - Weekly Sickness Benefit
  - Fractured Bones
  - Injury Resulting in Surgery undertaken outside Australia
  - Sickness Resulting in Surgery undertaken outside Australia
- a range of Lifestyle Protection Benefits and Corporate Protection Benefits as stated in the *policy*.

## Operation of Cover

The cover provided by this *policy* will only apply during the *period of insurance* stated in the *policy schedule*, as limited by the Operation of Cover stated in the *policy schedule*.

## Policy Excesses

If *you* or an *insured person* makes a claim under the *policy* *you* may be required to pay an *excess*. This is the amount *you* must first contribute towards each claim.

For example, if an *insured person* has cover provided under Part G – Injury Resulting in Loss or Damage to Teeth of the *policy* and makes a claim for loss of *teeth* in the amount of one thousand dollars (\$1,000) and an *excess* of fifty dollars (\$50) applies, then the *insured person* will be asked to pay fifty dollars (\$50) towards their loss and *we* will pay nine hundred and fifty dollars (\$950).

## Premium

All cover is subject to payment of *premium*. In calculating the *premium* for the *policy* *we* take into account a range of factors including but not limited to:

- age, occupation and previous insurance history; and
- the limits, *excesses* and/or annual aggregates chosen.

The *premium* varies depending on the information *you* give *us* in relation to the risks to be covered by *us*. *We* decide the amount of *premium* on the basis of *our* experience and the factors that increase *our* risk.

The *premium* also includes amounts that take into account *our* obligation to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty) in relation to *your* *policy*. These amounts will be set out separately in the *policy schedule* as part of the total *premium* payable.

If a claim is made on the *policy* and the *premium* is outstanding, *we* may deduct any outstanding *premium* from the claim payment. This will not remove or absolve *you* from the obligation to pay *us* any remaining or outstanding *premium* due.

## Non-Payment of Premium

*You* must pay *your* *premium* or any additional *premium* *we* request from *you* on time otherwise *your* *policy* may not operate. *We* have the right to cancel *your* *policy* for non payment of *premium*.

If a claim is made on the *policy* while any *premium* is outstanding, *we* reserve the right to treat the *policy* as never having been in force or agree in *our* absolute discretion to accept the claim subject to payment of the *premium*, or deduction of any claim payment from the *premium* due, or *we* may deduct any outstanding *premium* from the claim payment.

## A Claim May be Refused

*We* may refuse to pay or reduce the amount *we* pay under a claim if *you* do not comply with the *policy* conditions, if *you* do not comply with *your* Duty of Disclosure, or if *you* or the *insured person* makes a fraudulent claim.

## Cancelling Your Policy Before it Expires

The *policyholder* may cancel this *policy* at any time by notifying *us* in writing. The cancellation will take effect from 4:00 pm on the day *we* receive the *policyholder's* written notice of cancellation or such time as may be otherwise agreed.

*We* may cancel the *policy* or any Part thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the *policy* is cancelled by either the *policyholder* or *us*, *we* will refund the *premium* for the *policy* less a pro-rata proportion of the *premium* to cover the period for which insurance applied. However *we* will not refund any *premium* if *we* have paid a claim or benefit to *you* or an *insured person* under the *policy*.

Cover in respect to an *insured person* will end on the earlier of:

1. the date the *insured person* no longer meets the criteria for an *insured person* set out in the *policy schedule*;
2. the end of the *period of insurance*; or
3. when this *policy* is cancelled by *you* at *your* request or by *us* pursuant to the Insurance Contracts Act 1984 (Cth).

Cover in respect to an *insured person's spouse or partner* and/or *dependent child(ren)* will end on the earlier of:

1. the date insurance cover in respect of the *insured person* is terminated in accordance with the above; or
2. the date such *spouse or partner* and/or *dependent child(ren)* ceases to be a *spouse or partner* and/or *dependent child(ren)* of the *insured person*.

## Confirmation of Transactions

If *you* wish to confirm that *your* insurance is in place, and obtain a Certificate of Currency we provide a telephone confirmation service.

To use this service, call *us* on:

Brisbane	(07) 3227 5777
Melbourne	(03) 9242 5111
Perth	(08) 6211 7777
Sydney	(02) 9273 0100

and *we* will send *you* written confirmation.

If *you* do not wish to use *our* telephone confirmation service but require confirmation of cover, *you* can request this by writing directly to Chubb at the addresses appearing in the 'About the Insurer' section at the end of the PDS.

## Duty of Disclosure – What We Need You to Tell Us

Before *you* enter into a general insurance contract, *you* have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to the insurer every matter that *you* know, or could reasonably be expected to know, is relevant to the insurer's decision on whether to insure *you* and if so, upon what terms. *You* have the same duty before *we* extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- reduces the risk to the insurer;
- is of common knowledge;
- the insurer knows, or in the ordinary course of its business, ought to know; or
- where compliance with this duty is waived by the insurer.

If *you* fail to comply with this duty of disclosure, *we* may be entitled to reduce *our* liability under the contract in respect of a claim or may cancel the contract. If *your* non-disclosure is fraudulent, *we* may be entitled to void the contract from its beginning.

## Privacy

### Your Privacy

In the course of providing insurance and processing insurance claims, *we* need to collect personal and sensitive information about persons *we* insure and persons associated with *insured persons*. If *you* do not give *us* this information, *we* may not be able to provide insurance or process a claim.

In accordance with the Privacy Act 1988 (Cth), *our* Privacy Policy statement contains the information required to be given to persons about whom *we* collect personal and sensitive information.

### Our Privacy Policy

*Our* Privacy Policy statement is readily available on *our* website. It provides information on how *you* can make a complaint against *us* for a breach of the Australian Privacy Principles ("APPs"), or registered APP code(s), if any, that bind *us*.

Further information on *our* Privacy Policy can be viewed on *our* website at: [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

### Your Access to Your Personal Information

*You* can request access to personal and sensitive information that *we* hold about *you*. *Your* rights to access and *our* rights to refuse access are set out in the Privacy Act 1988 (Cth)

### Our Use of Personal Information

*We* may at any time use personal information *we* collect about *you* for any of the following purposes:

- to provide a quotation or assess a proposal for insurance;
- to provide, amend or renew an insurance *policy*; or
- to respond to a claim.

### Our Disclosure of Personal Information

*We* may at any time disclose personal and sensitive information *we* collect about *you* to the following types of organisations (some of which may be outside Australia):

- reinsurers;
- external valuers and appraisers;
- loss adjustors, investigators and other organisations retained by *us* who help *us* provide *our* claims service;
- professional advisers, such as accountants and lawyers; and
- other organisations that provide services to *us* in relation to the provision of insurance.

## Financial Claims Scheme

*Your policy* is a protected *policy* under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent *you* may be entitled to access the FCS, provided *you* meet the eligibility criteria. More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

## The General Insurance Code of Practice

Chubb has adopted the General Insurance Code of Practice (the Code). The Code aims to:

1. promote more informed relations between insurers and their customers;
2. improve consumer confidence in the general insurance industry;
3. provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

## How to Make a Claim

If *you* wish to make a claim please contact *us* directly:

E-mail: [aus.ahclaims@chubb.com](mailto:aus.ahclaims@chubb.com)

Post: PO Box 20336 World Square PO NSW 2002

Full details of what *you* or the *insured person* must do for *us* to consider the claim are provided in the 'How to Make a Claim' section of *your policy*.

## Cooling Off Period

*You* have twenty-one (21) days to consider the information contained in *your policy*. This is *your* cooling off period. If *you* would like, and provided a claim has not been made under *your policy*, *you* have the right to cancel *your* insurance. *We* will refund in full any *premium* *you* have paid.

To exercise this right *you* must notify *us* in writing or electronically within twenty-one (21) days from the date *your policy* takes effect.

## Dispute Resolution

The following standards apply to all complaints handling.

1. *We* will conduct complaints handling in a fair, transparent and timely manner.
2. *We* will make information about *our* complaints handling procedures available.
3. *We* will only ask for and take into account relevant information when deciding on *your* complaint.
4. *You* will have access to information about *you* that *we* have relied on in assessing *your* complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, *we* may decline to release information but *we* will not do so unreasonably. In these circumstances, *we* will give *you* reasons. *We* will provide *our* reasons in writing upon request.
5. Where an error or mistake in handling *your* complaint is identified, *we* will immediately initiate action to correct it.
6. *We* will respond to complaints within fifteen (15) business days provided *we* have all necessary information and have completed any investigation required.
7. In cases where further information, assessment or investigation is required *we* will agree to reasonable alternative time frames. If *we* cannot agree, *we* will treat *your* complaint as a dispute and *we* will provide information on how *you* can have *your* complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
8. *We* will keep *you* informed of the progress of *our* response to the complaint.
9. When *we* notify *you* of *our* response, *we* will provide information on how *our* response can be reviewed by a different employee who has appropriate experience, knowledge and authority.
10. If *you* tell *us* *you* want *our* response reviewed, *we* will:
  - i. treat it as a dispute;
  - ii. notify *you* of the name and contact details of the employee assigned to liaise with *you* in relation to the dispute; and
  - iii. respond to the dispute within fifteen (15) business days provided *we* receive all necessary information and have completed any investigation required.
11. In cases where further information, assessment or investigation is required *we* will agree to reasonable alternative time frames. If *we* cannot reach agreement *you* can report *your* concerns to the Financial Ombudsman Service (FOS).

12. We will keep *you* informed of the progress of *our* review of *your* dispute at least every ten (10) business days.
13. We will respond to *your* dispute in writing giving:
  - i. reasons for *our* decision;
  - ii. information about how to access available external dispute resolution schemes; and
  - iii. notification of the time frame within which *you* must register *your* dispute with the external dispute resolution scheme.
14. If we are not able to resolve *your* complaint to *your* satisfaction within forty-five (45) days (including both the complaint and internal dispute resolution process referred to in this section of the Code), we will inform *you* of the reasons for the delay and that *you* may take the complaint or dispute to *our* External Dispute Resolution scheme even if we are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform *you* that *you* have this right and details of *our* External Dispute Resolution scheme before the end of the forty-five (45) day period.
15. Chubb subscribes to the independent External Dispute Resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.
16. External Dispute Resolution determinations made by FOS are binding upon *us* in accordance with the Terms of Reference.
17. Where the FOS Terms of Reference do not extend to *you* or *your* dispute, we will advise *you* to seek independent legal advice or give *you* information about other external dispute resolution options (if any) that may be available to *you*.

You can contact the FOS in the following ways:

By Phone: 1300 78 08 08

By Mail: GPO Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at [www.fos.org.au](http://www.fos.org.au)

## Insurance Council of Australia

Where Chubb cannot provide *you* with insurance cover, we will refer *you* to the Insurance Council of Australia (ICA) for information about alternative insurance options (unless *you* already have someone acting on your behalf).

The ICA has established a dedicated telephone number for consumers who are asking for information about alternative insurance options which is: 1300 884 934.

## Additional Information

### Who can you talk to?

1. *Our* contact details are listed below, should *you* wish to contact *us*.
2. *Your* complaint can be submitted to Chubb's dedicated e-mail address at [aus.complaints@chubb.com](mailto:aus.complaints@chubb.com)
3. If *your* complaint is not satisfactorily resolved, *you* may request that the matter be reviewed by management by writing to:

The Compliance Manager  
Chubb Insurance Company of Australia Ltd  
Level 29, 2 Park Street,  
Sydney NSW 2000

4. *Our* complaints and disputes procedures follow the requirements of the Code.

Visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) for more information about the Code.

## About the Insurer

The *policy* is issued by Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 of Level 29, 2 Park Street, Sydney NSW 2000. Our Offices:

### Brisbane:

Level 13, 40 Creek Street, Brisbane, QLD 4000  
Ph (07) 3227 5777  
Postal address: PO Box 1007 Brisbane QLD 4001

### Melbourne:

Level 14, 330 Collins Street, Melbourne, VIC, 3000  
Ph: (03) 9242 5111

### Perth:

Level 1, 225 St. Georges Terrace, Perth, WA, 6000  
Ph: (08) 6211 7777  
Postal address: PO Box 7105, Cloisters Square, Perth WA 6850

### Sydney:

Citigroup Centre, Level 29, 2 Park Street, Sydney, NSW, 2000  
Ph: (02) 9273 0100

Our Website: [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au)

This PDS is dated 1 June 2014.

# Policy Wording

# Group Personal Accident & Sickness Insurance

## Coverage

Subject to the terms, conditions and exclusions contained in this *policy*, we will cover *insured persons* and/or the *policyholder* for the insurable events described in this *policy*, provided that:

1. the *policyholder* has paid or agreed to pay the *premium* required for this insurance; and
2. the type of cover is specified in the *policy schedule* as applying to that *insured person* and/or *policyholder*.

Cover for each *insured person* under this *policy* commences on the *insured person's effective date of coverage*.

## General Definitions

The following general definitions apply for the purpose of this *policy*:

### Accident

*accident* means a single physical event that occurs during the *period of insurance* and which:

1. is caused by sudden, external and visible means; and
2. results solely, directly and independently of any other cause in a *bodily injury* that is both unforeseen and unsolicited by an *insured person*.

### Accidental Death

*accidental death* means the death of an *insured person* as a result of an *accident*.

### Bed Care Patient

*bed care patient* means the *insured person* is necessarily confined to bed outside Australia (provided that such confinement commenced during the *period of insurance*) for a continuous period of not less than twenty-four (24) hours and the confinement is certified as necessary by a qualified *doctor*, and under the continuous care of a registered nurse (who is not an *insured person* or their *close relative*). *Bed care patient* does not include the *insured person* as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for care or treatment of alcoholics or drug addicts.

### Bodily Injury

*bodily injury* means *bodily injury* resulting solely from an *accident* and which occurs independently of any illness or any other cause where the *bodily injury* and *accident* both occur during the *period of insurance* and whilst the person is an *insured person* under the *policy*.

It does not mean:

1. a *sickness*; or
2. any *pre-existing condition*.

### Civil War

*civil war* means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, civil unrest, *coup d'état* and the consequences of martial law.

### Close Relative

*close relative* means the *insured person's spouse or partner*, fiancé(e), child, step-child, daughter-in-law, son-in-law, grandchild, parent, step-parent, parent-in-law, grandparent, brother, brother-in-law, half-brother, sister, sister-in-law, half-sister, aunt, uncle, niece or nephew.

### Complete fracture

*complete fracture* means a fracture in which the bone is broken completely across and no connection is left between the pieces.

### Coup d'état

*coup d'état* means the overthrow of an existing government by a group of its citizens or subjects.

### Dependent Child(ren)

*dependent child(ren)* means the *insured person's* and their *spouse or partner's* unmarried children (including step or legally adopted children) who are under the age of nineteen (19) years and living with the *insured person*; or under the age of twenty-five (25) years and a full time student at an accredited institute of higher learning, and who are primarily dependent on the *insured person* for their maintenance and support.

*Dependent children* also include an *insured person's* unmarried children of any age who are permanently living with the *insured person* and are mentally or physically incapable of self-support.

### Doctor

*doctor* means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

1. the *policyholder*;
2. an *insured person*;
3. a *close relative* of the *insured person*; or
4. an *employee* or director of the *policyholder*.

### Domestic Duties

*domestic duties* means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include childminding, home help services and outdoor household activities.

### Effective Date of Coverage

*effective date of coverage* means the date during the *period of insurance* on which an *insured person* first meets the criteria set out for an *insured person* in the *policy schedule*.

### Employee

*employee* means any person in the *policyholder's* service including directors (executive or non-executive) and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the *policyholder's* behalf.

### Event(s)

*event(s)* means the *event(s)* described in the relevant Table of Events set out in this *policy*.

### Excess

*Excess* means the amount we will not pay in any one *period of insurance* per claim and which the *insured person* is required to bear themselves. The *excess* amount relevant to each *event* is specified in the *policy schedule* and may be excluded from any payment we make.

### Excess Period

*excess period* means a period of time following an *event* giving rise to a claim for which no benefits are payable as specified in the *policy schedule*.

### Hairline fracture

*hairline fracture* means mere cracks in the bone.

### Income

*income* means the weekly pre-tax income calculated before personal deductions, derived from personal exertion and earned on average by the *insured person*:

1. over a period of one (1) year immediately before the *event*; or
2. over the period of employment/self-employment if such period is shorter than one (1) year.

For salaried *insured persons*, *income* excludes bonuses, commissions, overtime payments and other allowances.

For total employment cost or salary packaged *insured persons*, *income* includes wages, motor vehicle, travel allowances, club subscription fees, housing loan or rental subsidy, clothing or meal allowances but excludes bonuses, commissions and/or overtime payments.

For self-employed *insured persons*, *income* is calculated after deduction of all business expenses necessarily incurred in derivation of such *income*.

### Insured Person

*insured person* means any person shown in the *policy schedule* as an *insured person* and/or as nominated by the *policyholder* and agreed to by us for eligibility under this *policy* with respect to whom *premium* has been paid or agreed to be paid.

### Limb

*limb* means the entire limb between the shoulder and the wrist or between the hip and the ankle.

### Other fracture

*other fracture* means any fracture other than a *simple fracture*, *complete fracture* or *hairline fracture*.

### Period of Insurance

*period of insurance* means the period stated in the current *policy schedule*, as limited by the Operation of Cover stated in the *policy schedule* or such shorter time if the *policy* is terminated.

### Permanent

*permanent* means having lasted twelve (12) consecutive months and at the expiry of that time being without hope of improvement.

### Permanent Total Disablement

*permanent total disablement* means total disablement as a result of an *accident* which continues for twelve (12) consecutive months and at that time is certified by a *doctor* as being beyond hope of improvement and entirely preventing the *insured person* forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.

### Policy

*policy* means this *policy* wording, the current *policy schedule* and any other documents we may issue to you that we advise will form part of the *policy* (e.g. endorsements).

### Policy Schedule

*policy schedule* means the relevant *policy schedule* issued by us to the *policyholder*.

### Policyholder

*policyholder* means the named organisation or person listed as the *policyholder* in the *policy schedule*.

### Pre-Existing Condition

*pre-existing condition* means any illness, disease, syndrome, disability or other condition, including any symptoms or side effects of these:

1. of which the *insured person* is aware or a reasonable person in the circumstance would be expected to have been aware; or
2. for which the *insured person* has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to that *insured person's effective date of coverage* under this *policy*

### Premium

*premium* means the *premium* as shown in the *policy schedule* that is payable in respect of the *policy* by the *policyholder*.

### Professional Sport

*professional sport* means any sport in which an *insured person* receives a financial reward, fee, sponsorship or gain as a result of their participation.

### Sickness

*sickness* means any illness, disease or syndrome suffered by the *insured person* first manifesting itself during the *period of insurance* and after the *insured person's effective date of coverage*, but does not include any *pre-existing condition*.

### Simple fracture

*simple fracture* means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a *doctor* requires minimal and uncomplicated medical treatment.

### Spouse or Partner

*spouse or partner* means the *insured person's* husband or wife and includes a de-facto and/or life partner of any sex with whom the *insured person* has continuously cohabited for a period of three (3) months or more.

### Specialist

*specialist* means a *doctor* recognised for their experience, qualifications and training in a particular branch of medicine or surgery or in the treatment of a specific *bodily injury* or *sickness*, to whom the *insured person* has been referred by another *doctor* and includes optometrists.

### Temporary Partial Disablement

*temporary partial disablement* means that in the opinion of a *doctor*, the *insured person* is temporarily unable to engage in a substantial part of their usual occupation whilst an *insured person* and under the regular care of and acting in accordance with the instructions or advice of a *doctor* or *specialist*.

### Temporary Total Disablement

*temporary total disablement* means that in the opinion of a *doctor*, the *insured person* is temporarily unable to engage in any part of their usual occupation whilst an *insured person* and under the regular care of and acting in accordance with the instructions or advice of a *doctor* or *specialist*.

### Tooth or Teeth

*tooth or teeth* means a sound and natural permanent *tooth* but does not include first or milk *teeth*, dentures, implants and dental fillings.

### Violent Criminal Act

*violent criminal act* is an act committed which intentionally threatens, attempts to or actually inflicts physical harm.

### War

*war* means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

### We / Our / Us

*we / our / us* means Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 who is the insurer and issuer of this *policy*.

### Work Experience

*work experience* is a set period of time during which a young person, usually a student, works either voluntarily or for a very small monetary amount for the *policyholder* in order to gain experience in a particular type of industry.

### You / Your

*you / your* means the *policyholder* listed in the *policy schedule*.

## Personal Accident & Sickness

### Cover

#### Personal Accident

In the event an *insured person* suffers *bodily injury* as a direct result of an *accident*, we will pay corresponding amounts shown in the Table of Events below where:

1. the *bodily injury* occurs within 12 months of the *accident*;
2. the *bodily injury* occurs after the *insured person's effective date of coverage*; and
3. both the *accident* and the *bodily injury* occur during the *period of insurance*.

#### Sickness

When Part C – Weekly Sickness Benefit is specified in the *policy schedule*, we will pay the corresponding amounts shown in the Table of Events below, in the event an *insured person* suffers *sickness*, after the *insured person's effective date of coverage*.

### Table of Events

#### Part A – Accidental Death and Disablement

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part A – Accidental Death and Disablement.

The Events	Benefit Amounts
The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	The amounts shown below are a percentage of the amount shown in Part A - Accidental Death and Disablement in the <i>policy schedule</i>
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all limbs	100%
5. Permanent Total loss of sight of one or both eyes	100%
6. Permanent Total loss of use of one or more limbs	100%
7. Permanent and incurable insanity	100%

The Events	Benefit Amounts
The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	The amounts shown below are a percentage of the amount shown in Part A - Accidental Death and Disablement in the <i>policy schedule</i>
8. Permanent Total loss of the lens of: (a) both eyes (b) one eye	100% 60%
9. Permanent Total loss of hearing of: (a) both ears (b) one ear	80% 30%
10. Burns: (a) third degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body (b) second degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body	50% 25%
11. Permanent Total loss of use of four fingers and thumb of either hand	80%
12. Permanent Total loss of use of four fingers of either hand	50%
13. Permanent Total loss of use of the thumb of either hand: (a) both joints (b) one joint	40% 20%
14. Permanent Total loss of use of fingers of either hand: (a) three joints (b) two joints (c) one joint	15% 10% 5%

<b>The Events</b> The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	<b>Benefit Amounts</b> The amounts shown below are a percentage of the amount shown in Part A - Accidental Death and Disablement in the <i>policy schedule</i>
15. Permanent Total loss of use of toes of either foot: (a) all – one foot (b) great - both joints (c) great - one joint (d) other than great - each toe	15% 5% 3% 1%
16. Fractured leg or kneecap with established non-union	10%
17. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total
18. Shortening of leg by at least five centimetres (5 cm)	7.5%
19. Permanent Partial Disablement not otherwise provided for under events 8 to 18.	Such percentage of the amount shown in Part A – Accidental Death and Disablement in the <i>policy schedule</i> as we at our absolute discretion determine being not inconsistent with the Benefit Amount provided under events 8 to 18. The maximum amount payable under event 19 (Permanent Partial Disablement) is fifty thousand dollars (\$50,000).

### Part B – Weekly Injury Benefit

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part B - Weekly Injury Benefit.

<b>The Events</b>
<p>20. Temporary Total Disablement</p> <p>Where an <i>insured person</i> suffers <i>temporary total disablement</i> as a result of a <i>bodily injury</i> and where that <i>temporary total disablement</i> persists, after the <i>excess period</i>, we will pay up to the amounts shown in the <i>policy schedule</i> against Part B - Weekly Injury Benefit, but not exceeding the percentage of <i>income</i> shown in the schedule for that <i>insured person</i>.</p>
<p>21. Temporary Partial Disablement</p> <p>Where an <i>insured person</i> suffers <i>temporary partial disablement</i> as a result of a <i>bodily injury</i> and where that <i>temporary partial disablement</i> persists, after the <i>excess period</i>, we will pay up to the amounts shown in the <i>policy schedule</i> against Part B - Weekly Injury Benefit, less any amount of current earnings as a result of working in a reduced capacity with the <i>policyholder</i>, but not exceeding the percentage of <i>income</i> shown in the <i>policy schedule</i> for that <i>insured person</i>.</p> <p>Should the <i>insured person</i> be able to return to work with the <i>policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of Event 20 - Temporary Total Disablement.</p>

### Part C – Weekly Sickness Benefit

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part C - Weekly Sickness Benefit.

The Events
<p><b>22. Temporary Total Disablement</b></p> <p>Where an <i>insured person</i> suffers <i>temporary total disablement</i> as a result of a <i>sickness</i> and where that <i>temporary total disablement</i> persists, after the <i>excess period</i>, we will pay up to the amounts shown in the <i>policy schedule</i> against Part C - Weekly Sickness Benefit, but not exceeding the percentage of <i>income</i> shown in the schedule for that <i>insured person</i>.</p>
<p><b>23. Temporary Partial Disablement</b></p> <p>Where an <i>insured person</i> suffers <i>temporary partial disablement</i> as a result of a <i>sickness</i> and where that <i>temporary partial disablement</i> persists, after the <i>excess period</i>, we will pay up to the amounts shown in the <i>policy schedule</i> against Part C - Weekly Sickness Benefit, less any amount of current earnings as a result of working in a reduced capacity with the <i>policyholder</i>, but not exceeding the percentage of <i>income</i> shown in the <i>policy schedule</i> for that <i>insured person</i>.</p> <p>Should the <i>insured person</i> be able to return to work with the <i>policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of Event 20 - Temporary Total Disablement.</p>

### Part D - Fractured Bones

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part D - Fractured Bones

The Events	Benefit Amounts
The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	The amounts shown are a percentage of the amount shown in Part D – Fractured Bones as shown in the <i>policy schedule</i>
24. Neck, skull or spine (complete fracture)	100%
25. Hip	75%
26. Jaw, pelvis, leg, ankle or knee (complete fracture)	50%
27. Cheekbone, shoulder or simple, hairline or other fracture of neck, skull or spine	30%
28. Arm, elbow, wrist or ribs (complete fracture)	25%
29. Jaw, pelvis, leg, ankle or knee (simple, hairline or other fracture)	20%
30. Nose or collar bone	20%
31. Arm, elbow, wrist or ribs (simple, hairline or other fracture)	10%
32. Finger, Thumb, Foot, Hand or Toe	7.5%

### Part E - Injury Resulting in Surgery Outside Australia

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part E - Injury Resulting in Surgery. The surgery must be undertaken outside Australia and must be carried out within 12 months of the date of the *accident*. Any payment made will be subject to proof of surgery being undertaken.

<b>The Events</b> The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	<b>Benefit Amounts</b> The amounts shown are a percentage of the amount shown in Part E - Injury Resulting in Surgery as shown in the <i>policy schedule</i>
33. Craniotomy	100%
34. Amputation of a limb	100%
35. Fracture of a limb requiring open reduction	50%
36. Dislocation of a joint requiring open reduction	25%
37. Any other surgical procedure carried out under a general anaesthetic	5%

### Part F - Sickness Resulting in Surgery Outside Australia

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part F - Sickness Resulting in Surgery. The surgery must be undertaken outside Australia and must be carried out within 12 months of the date the *insured person* first becomes aware of the *sickness*. Any payment made will be subject to proof of surgery being undertaken.

<b>The Events</b> The following <i>event(s)</i> must occur within 12 months of the date of the <i>sickness</i> .	<b>Benefit Amounts</b> The amounts shown are a percentage of the amount shown in Part F - Sickness Resulting in Surgery as shown in the <i>policy schedule</i>
38. Open heart surgical procedure	100%
39. Brain surgery	100%
40. Abdominal surgery carried out under general anaesthetic	50%
41. Any other surgical procedure carried out under a general anaesthetic	5%

### Part G - Injury Resulting in Loss or Damage to Teeth

Cover for an *event* under this Part applies only if an amount is shown in the *policy schedule* against Part G – Injury Resulting in Loss or Damage to Teeth.

The benefit payable under this Part shall be limited to a maximum of two thousand dollars (\$2,000) for any one *accident* causing *bodily injury* which results in loss or damage to *teeth*.

<b>The Events</b> The following <i>event(s)</i> must occur within 12 months of the date of the <i>accident</i> .	<b>Benefit Amounts</b> The amounts shown are a percentage of the amount shown in Part G - Injury Resulting In Loss or Damage to Teeth as shown in the <i>policy schedule</i>
42. Loss of teeth per tooth	100%
43. Chipped or broken teeth, per tooth	50%

## Lifestyle Protection Benefits

### Accidental H.I.V. Infection Benefit

If an *insured person* accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

1. as a direct result of *bodily injury* caused by a violent and physical *bodily assault* by another person on the *insured person* during the *period of insurance* and whilst they are an *insured person*; or
2. as a direct result of receiving medical treatment provided by a *doctor* for an *insured person's bodily injury* or *sickness* while they are insured under this *policy*;

we will pay the *insured person* up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits - Accidental H.I.V. Infection Benefit, provided that:

1. there is a positive diagnosis within 180 days of the event giving rise to the H.I.V. infection;
2. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to *us* and medical tests are carried out by a *doctor* no more than forty-eight (48) hours from the date and time of the event giving rise to the H.I.V. infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove that the *insured person* was not H.I.V. positive at the time and date immediately before the event giving rise to the H.I.V. infection. No benefit will be payable if *you* or the *insured person* fails to comply with or to provide the required level of proof.

### Accommodation and Transport Expenses

If an *insured person* sustains a *bodily injury* and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the *insured person's* normal place of residence, we will pay the actual and reasonable transport and/or accommodation expenses incurred by their *spouse or partner* and/ or *dependent children* to travel to or remain with the *insured person* up to the amount shown in the *policy schedule* against Lifestyle Protection Benefits – Accommodation and Transport Expenses subject to any restriction to do so.

### Advanced Payment

If an *insured person* sustains a *bodily injury* or *sickness* for which benefits are payable under Events 20 or 22, provided that medical evidence is presented from a *doctor* or *specialist* certifying that the total period of *temporary total disablement* will be a minimum of twenty-six (26) continuous weeks, we will pay at the time of first payment twelve (12) weeks benefit.

### Bed Care Benefit

If an *insured person* sustains a *bodily injury* for which benefits are payable under the Table of Events and becomes a *bed care patient* outside Australia, we will pay up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits – Bed Care Benefit for each week that an *insured person* remains a *bed care patient* beginning with the second day of confinement. A daily rate of one seventh (1/7<sup>th</sup>) of the weekly Bed Care Benefit will be paid where an *insured person* remains a *bed care patient* for less than seven (7) days.

### Coma Benefit

If an *insured person* sustains a *bodily injury* which directly causes or results in the *insured person* being in a state of continuous unconsciousness and the *insured person* or their legal representative provide *us* with a *doctor's* certificate that verifies that the direct cause of the continuous unconsciousness was the *bodily injury*, we will pay the *insured person* or the *insured person's spouse or partner* or their legal representative up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits - Coma Benefit for each week that an *insured person* remains in a state of continuous unconsciousness, subject to the maximum number of weeks stated in the *policy schedule*.

### Dependent Child Supplement

If an *insured person* suffers *bodily injury* which results in *accidental death*, we will pay to the *insured person's spouse or partner* or legal personal representative of the *insured person's* estate, the amount stated in the *policy schedule* against Lifestyle Protection Benefits – Dependent Child Supplement, subject to the maximum benefit amount per family as stated in the *policy schedule*.

### Domestic Help Benefit

If an *insured person* sustains a *bodily injury* and a *doctor* certifies that the *insured person* is unable to carry out *domestic duties*, we will pay the actual and reasonable costs incurred of hiring domestic help up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits – Domestic Help Benefit, provided that the domestic help is not carried out by the *insured person's close relatives* nor a person permanently residing with the *insured person*.

### Education Fund Benefit

If an *insured person* suffers *accidental death*, we will pay up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits - Education Fund Benefit on behalf of each surviving *dependent child* per claim to each *dependent child's* school or university for fees incurred.

### Escalation of Claim Benefit

Subject to renewal of this *policy* and payment of the *premium*, after payment of a benefit under Events 20, 21, 22 or 23 continuously for twelve (12) months and again after each subsequent period of twelve months during which a benefit is paid, the benefit will be increased by a compound rate of 5% per annum.

### Funeral Expenses Benefit

If an *insured person* suffers *accidental death*, we will reimburse the reasonable expenses incurred up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits - Funeral Expenses Benefit for the *insured person's* funeral, burial or cremation or the cost of returning the *insured person's* body or ashes to a place nominated by the *insured person's spouse or partner* or the legal representative of the *insured person's* estate.

### Independent Financial Advice Benefit

Following payment of a Benefit Amount under Events 1 to 8(a), we will reimburse the *insured person* or the *insured person's spouse or partner* or estate up to the maximum amount stated in the *policy schedule* against Lifestyle Protection Benefits - Independent Financial Advice Benefit for professional financial planning advice provided by a qualified financial planner within six (6) months after the date of the *event*.

### Modification Benefit

If an *insured person* sustains a *bodily injury* for which a benefit is paid under Events 2 or 3, we will pay up to the amount stated in the *policy schedule* for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, and/or costs associated with relocating the *insured person* to a more suitable home, provided that medical evidence is given to us from a *doctor* certifying the modification and/or relocation is necessary.

### Orphan Benefit

If an *insured person* and their *spouse or partner* suffer *accidental death* as a result of the same *accident*, we will pay to the *insured person's* estate or the guardian of the *dependent children* a lump sum benefit for each surviving *dependent child* subject to a maximum benefit amount per family as stated in the *policy schedule* against Lifestyle Protection Benefits – Orphan Benefit.

### Out of Pocket Expenses

If an *insured person* sustains a *bodily injury* which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, we will pay the actual and reasonable costs incurred up to the maximum amount shown in the *policy schedule* against Lifestyle Protection Benefits – Out Of Pocket Expenses, provided that those costs are not insured elsewhere under this *policy*, or otherwise applicable to an expense for which a Medicare benefit is payable.

### Premature Birth/Miscarriage Benefit

If an *insured person* sustains a *bodily injury* which results in premature childbirth (prior to 26 weeks gestation) or miscarriage, we will pay the *insured person* the lump sum benefit amount shown in the *policy schedule* against Lifestyle Protection Benefits – Premature Birth/Miscarriage Benefit.

### Rehabilitation Benefit

If an *insured person* sustains a *bodily injury* for which a benefit is paid under Events 2, 20 or 21, we will pay up to the amount stated in the *policy schedule* against Lifestyle Protection Benefits – Rehabilitation Benefit for costs necessarily incurred for tuition or advice for the *insured person* from a licensed vocational school, provided such tuition or advice is undertaken with our prior written agreement and that medical evidence is presented from a *doctor* or *specialist* certifying the tuition or advice is necessary.

### Spouse or Partner Employment Training Benefit

If an *insured person* sustains a *bodily injury* which results in *accidental death* or *permanent total disablement*, we will reimburse an *insured person's spouse or partner* up to the benefit amount shown in the *policy schedule* against Lifestyle Protection Benefits – Spouse or Partner Employment Training Benefit for the actual costs incurred for training or retraining the *insured person's spouse or partner*:

1. for the sole purpose of obtaining gainful employment; or
2. to improve their potential for employment; and/or
3. to enable them to improve the quality of care they can provide to the *insured person*,

provided that:

1. the *spouse or partner* has not attained the age of sixty-five (65) years of age at the commencement of the training; and
2. the training is provided by a recognised institution with qualified skills to provide such training.

This benefit is payable in addition to any other applicable Benefit Amount payable under this *policy* and only applies if the *spouse or partner* incurs Employment Training Expenses within twenty – four (24) months following the date of the *insured person's bodily injury* resulting in *accidental death* or *permanent total disablement*.

### Student Tutorial Benefit

If an *insured person* is a registered full time student and sustains a *bodily injury* and a *doctor* certifies that the *insured person* is unable to attend classes, we will pay the actual costs incurred of home tutorial services to the maximum amount shown in the *policy schedule* against Lifestyle Protection Benefits - Student Tutorial Expenses provided that the tutorial service is not carried out by the *insured person's close relatives* nor a person permanently residing with the *insured person*.

### Unexpired Membership Benefit

If an *insured person* suffers a *bodily injury* which results in a benefit being paid under:

1. Part A – Accidental Death and Disablement Events 2 to 8(a); or
2. Events 20 and/or 21 for which a *doctor* or *specialist* certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and it is certified by a *doctor* or *specialist* as preventing the *insured person* from continuing their participation in any sport or gym activity for which they have pre- paid a membership, association or registration fee, we will pay the *insured person* a pro-rata refund of such fees paid for the current season up to an aggregate amount as shown in the *policy schedule* against Lifestyle Protection Benefits - Unexpired Membership Benefit.

## Corporate Protection Benefits

### Chauffeur Benefit

If an *insured person* sustains a *bodily injury* for which a benefit is paid under Event 20 or 22, provided that medical evidence is presented to *us* from a *doctor* or *specialist* certifying that the *insured person* is unable to operate a motor vehicle or travel on other available modes of public transport, we will pay up to the amount stated in the *policy schedule* against Corporate Protection Benefits - Chauffeur Benefit. The amount we agree to pay will be the reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work.

### Childcare Benefit

If an *insured person* sustains a *bodily injury* for which a benefit is paid under Events 2 to 8(a), we will pay the *insured person* the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount stated in the *policy schedule* against Corporate Protection Benefits - Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

### Corporate Image Protection

If an *insured person* sustains a *bodily injury* which results in *accidental death* or *permanent total disablement*, we will pay the *policyholder* the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the *policyholder's* corporate image, up to the amount stated in the *policy schedule* against Corporate Protection Benefits - Corporate Image Protection.

### Disappearance

If the body of an *insured person* is not found within twelve (12) months after an *accident* involving the conveyance in which they were travelling, *accidental death* will be presumed in the absence of any evidence to the contrary. The *accidental death* benefit amount set out in the Table of Events in Part A - Accidental Death and Disablement, Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the *insured person* is subsequently found alive, such *accidental death* benefit amount will be refunded to *us*.

### Replacement Staff / Recruitment Costs

If an *insured person* sustains a *bodily injury* and in our judgement we believe that a benefit will be paid under Part A - Accidental Death and Disablement, Event 1 or 2, we will pay the actual and reasonable costs incurred by the *policyholder* for the recruitment of replacement *employees*, up to the amount stated in the *policy schedule* against Corporate Protection Benefits - Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and be crucial and necessary for the *policyholder's* business to continue. The *policyholder* must first provide a signed undertaking that any amount paid to the *policyholder* will be

repaid to *us* if it is found that a valid claim did not or will not eventuate.

### Visitors Benefit

If a third party visits the *policyholder's* premises during the *period of insurance* in a business capacity and sustains a *bodily injury* which, had the visitor been an *insured person*, would have resulted in a benefit being paid under Events 1 or 2, we will pay the *policyholder* the amount shown in the *policy schedule* against Corporate Protection Benefits - Visitors Benefit.

### Work Experience Benefit

If a person is undertaking authorised *work experience* with the *policyholder* and, whilst performing occupational duties on behalf of the *policyholder* sustains a *bodily injury* which, had the person been an *insured person*, would have resulted in a benefit being paid under Events 1 to 9, we will pay the *policyholder* the amount shown in the *policy schedule* against Corporate Protection Benefits - Work Experience Benefit.

### Workplace Assault Benefit

If an *insured person* sustains a *bodily injury* as a result of an unprovoked assault at their usual place of employment or whilst in the course of their duties on behalf of the *policyholder*, we will pay the *insured person* the amount shown in the *policy schedule* against Corporate Protection Benefits - Workplace Assault Benefit.

### Workplace Trauma Benefit

If an *insured person* witnesses a *violent criminal act* whilst at their usual place of employment and does not sustain a *bodily injury* we will pay the *insured person* the amount shown in the *policy schedule* against Corporate Protection Benefits - Workplace Trauma Benefit.

## General Conditions Applicable to this Policy

1. Any Benefit Amounts payable for Events 1 to 19 will be paid in addition to any benefit already paid for under Events 20 and 21 in respect of the same *bodily injury*.
2. After the occurrence of any of the Events 2 to 8(a) all cover with respect to that *insured person* under Part A will cease.
3. If as a result of *bodily injury*, the *insured person* is entitled to any benefit under Events 20 and/ or 21 or Events 22 and/or 23 and subsequently becomes entitled to a Benefit Amount under the Table of Events for Event 2 or 3, all benefits payable for Events 20 and/or 21 or Events 22 and/or 23 will cease from the date of such entitlement.
4. Where an *insured person* claims benefits in respect of Events 20 and/or 21 or Events 22 and/or 23, the *insured person* agrees upon *our* written request to:
  - i. participate and co-operate with *us* in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
  - ii. provide *us* with any medical reports that are relevant to Events 20 and/or 21 or Events 22 and/or 23 or relevant to a plan to achieve or expedite their return to their usual occupation;
  - iii. consent to their treating *doctors*, their employer, *us* or service providers that *we* nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
  - iv. undertake reasonable medical investigations or attend medical examinations as requested by *us*.
5. No benefit will be payable for Events 20 and/ or 21 or Events 22 and/or 23 in respect of any one *bodily injury* or *sickness* or disease at all unless the *insured person* shall as soon as possible after the happening of a *bodily injury* or *sickness* or disease giving rise to a claim, procure and follow proper medical advice from a *doctor*.
6. The amount of the benefits payable for Events 20 and/ or 21 or Events 22 and/or 23 as set out in the *policy schedule* will be paid monthly in arrears. Any benefits payable for a period of less than one week will be paid at a rate of one-seventh (1/7<sup>th</sup>) of the weekly benefit for each day during which disablement continues.
7. If a claim occurs for an *insured person* under Events 20 and/or 21 or Events 22 and/or 23 as a result of *bodily injury* or *sickness*, and whilst during the *period of insurance* the *insured person* suffers from the same or an associated cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new *bodily injury* or *sickness* and a new *excess period* will apply.
8. The Benefit Amounts payable under Events 20 and/or 21 or Events 22 and/or 23 will be reduced by:
  - i. the amount of any periodic compensation paid under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect; and
  - ii. the amount of any sick leave paid or, at the discretion of the *policyholder*, sick leave entitlement;so as to limit the total of all such benefits and entitlements to the lesser of the *insured person's income* or the Benefit Amount shown in the *policy schedule*.
9. In respect of *insured persons* who have attained the age of sixty-five (65) years, the benefit payable for Event 1 and Events 3 to 19 will be limited to twenty percent (20%) of the Benefit Amount shown in the Table of Events to a maximum of one hundred thousand dollars (\$100,000) unless otherwise agreed to by *us* in writing.
10. If the Benefit payable with respect to Events 1 to 19 is salary linked, the actual Benefit payable for an *insured person* who is not in receipt of a salary will be limited to the lesser of the maximum sum insured stated in the *policy schedule* or \$250,000.
11. The benefit payable to *insured persons* under 18 years of age for Event 1 (Accidental Death) will be 10% of the sum insured stated in the *policy schedule* or \$25,000, whichever is the lesser, and with respect to Events 2 to 19, the Benefit will be limited to the lesser of the sum insured stated in the *policy schedule* or \$250,000, unless otherwise specified.

## General Provisions Applicable to this Policy

### Aggregate Limit of Liability

Except as provided below, *our* total liability for all claims arising under the *policy* in respect of any one *accident* or series of *accidents* arising out of any one occurrence during the *period of insurance*, shall not exceed the amount shown in the *policy schedule* against Aggregate Limit of Liability Any One Accident or Occurrence.

*Our* total liability for all claims arising under the *policy* in respect of any one *accident* or series of *accidents* arising out of any one occurrence during the *period of insurance*, relating to air travel in aircrafts whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount shown in the *policy schedule* against Aggregate Limit of Liability Non-Scheduled Air Travel.

### Alteration of Risk

*You* must tell *us* as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury, liability, loss or *sickness*.

### Assignment and Beneficiary Change

No assignment of interest under this *policy* will be binding on *us* unless and until the original or a duplicate thereof is filed with *us*. *We* assume no responsibility for the validity of an assignment. No beneficiary change under this *policy* will bind *us* unless *we* receive written notice of such change.

### Automatic Additions and Deletions

The *policyholder* must declare to *us* any *insured persons* who are required to be covered under the *policy* during the *period of insurance* within thirty (30) days from their *effective date of coverage*. Cover will be subject to a pro-rata *premium* for time on risk, which can be paid on a quarterly or annual basis. The *policyholder* must also declare to *us* any *insured persons* who no longer require cover under the *policy* within thirty (30) days from their date of cessation. Note the maximum pro-rata *premium* applicable for *insured persons* that no longer require cover under the *policy* who may be entitled to a pro-rata refund will be limited to 90 days. However *we* will not refund any *premium* if *we* have paid a claim or benefit to *you* or an *insured person* under the *policy*.

### Cancellation

The *policyholder* may cancel this *policy* at any time by notifying *us* in writing. The cancellation will take effect from 4:00 pm on the day *we* receive the *policyholder's* written notice of cancellation or such time as may be otherwise agreed.

*We* may cancel the *policy* or any Part thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the *policy* is cancelled by either the *policyholder* or *us*, *we* will refund the *premium* for the *policy* less a pro-rata proportion of the *premium* to cover the period for which insurance applied. However *we* will not refund any *premium* if *we* have paid a claim or benefit to *you* or an *insured person* under the *policy*.

Cover in respect to an *insured person* will end on the earlier of:

1. the date the *insured person* no longer meets the criteria for an *insured person* set out in the *policy schedule*;
2. the end of the *period of insurance*; or
3. when this *policy* is cancelled by *you* at *your* request or by *us* pursuant to the Insurance Contracts Act 1984 (Cth).

### Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.

### Entire Contract/Alteration

This *policy* will not be modified except by written amendment or endorsement attached hereto and signed by *our* Authorised Employee.

### Exposure

Where an *insured person* is exposed to the elements as a result of an *accident* and suffers from any of the *events* stated in the Table of Events as a direct result of that exposure within twelve (12) months of the *accident*, the *insured person* will be deemed for the purposes of this *policy* to have suffered a *bodily injury* on the date of the *accident*.

### Proper Law and Jurisdiction

The construction, interpretation and meaning of the provisions of this *policy* will be determined in accordance with Australian Law. In the event of any dispute arising under this *policy*, including but not limited to its construction, validity, performance and/ or interpretation, the *policyholder* and/ or *insured person* will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

### Medical Examination or Post Mortem

At *our* expense, *we* will be entitled to have any *insured person* medically examined or in the *event* of death, a post mortem examination carried out. *We* will give the *insured person* or their legal representative fair and reasonable notice of the medical examination.

### Other Insurance

In the event of a claim, the *policyholder* and/ or *insured person* must advise *us* as to any other insurance policies that may be available to pay or partially pay that claim.

### Precautions

The *policyholder* and/or *insured person* must take all reasonable care to prevent or minimise damage, injury, liability, loss, *accident* or *sickness*, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### Providing Proofs

The *insured person* must keep documents they will need in case of a claim. These documents may include documents to substantiate the *insured person's* earnings and any medical certificates or reports that relate to any claim.

### Subrogation

If we make any payment under this *policy*, then to the extent of that payment, we may exercise any rights of recovery held by the *policyholder* or the *insured person*. The *policyholder* and the *insured person* must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

## General Exclusions Applicable to this Policy

We will not pay benefits, loss, costs or expense arising out of any:

1. claim for more than one of the Events 1 to 19 in respect of the same *bodily injury*;
2. claim for Events 20 and/or 21 or Events 22 and/or 23 in excess of the total number of weeks stated in the *policy schedule* in respect of any one *bodily injury* or *sickness* or disease except for *insured persons* who have attained the age of sixty-five (65) years where the total Benefit Period is limited to a maximum of 52 weeks unless otherwise stated in the *policy schedule*;
3. claim for Event 2, *permanent total disablement* for *insured persons* who have attained the age of sixty-five (65) years unless otherwise stated in the *policy schedule*;
4. claim for more than one Benefit for Events 20 and/or 21 or Events 22 and/or 23 that occur at the same period of time;
5. claim for Events 20 and/or 21 or Events 22 and/or 23 with respect to any *sickness* or disease which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising there from;
6. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
7. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of *bodily injury* to or *sickness suffered* by the *insured person*);
8. *pre-existing condition* prior to the *policy* being purchased or any condition that has been aggravated during the *period of insurance* and/or degenerative condition unless that *pre-existing condition* has been accepted by *us* in writing;
9. claim that would result in *us* contravening any workers compensation legislation and or transport accident legislation;
10. claim where the *policyholder* or the *insured person* and/or their representatives refused to follow *our* instructions and directions;
11. claim where, at the time of the incident, the *insured person* was the driver of a vehicle or substitute vehicle and:
  - i. did not hold a current, valid licence or was cancelled, disqualified or suspended from driving; or
  - ii. did not hold the appropriate class of licence for that vehicle;
12. claim by any *insured person* who has attained the age of seventy-five (75) years. This will not prejudice any entitlement to claim benefits which have arisen or occurred before an *insured person* attained the age of seventy-five (75) years;
13. *insured person* engaging in or taking part in:
  - i. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers; or
  - ii. training for or participating in *professional sport* of any kind;
14. intentional self-inflicted *bodily injury*, suicide or any illegal or criminal act committed by the *policyholder* or an *insured person*;
15. *war, civil war*, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power;
16. claim to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance;
17. claim with respect to any statutory compulsory third party insurance equivalent regimes nor any workers compensation insurance schemes to the extent that cover may otherwise overlap with such regimes or schemes in any Australian state or territory; or
18. claim where the payment of any benefit or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia including the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)*, *Private Health Insurance Act 2007 (Cth)* and *Private Health Insurance (Health Insurance Business) Rules 2010*, *the Medicare Australia Act 1973* or any successor or amending legislation.

## How to Make a Claim

If you wish to make a claim the contact details are as follows:

E-mail: [aus.ahclaims@chubb.com](mailto:aus.ahclaims@chubb.com)

Post: PO Box 20336, World Square PO, NSW, 2002

## Notice of Claim

### Report Within 30 Days of Loss

Any occurrence or loss which may give rise to a claim under this *policy* should be reported to *us* in writing within thirty (30) days or in any event, as soon as reasonably possible after the occurrence or loss. Failure to furnish *us* with notice within the time provided in the *policy* will not invalidate any claim but a failure to do so may result in *us* being prejudiced and may reduce *our* liability under the *policy*.

### Proof of Loss

Written proof of loss must be given to *us* as soon as possible and, in any event, within thirty (30) days after *we* receive notice of *your* claim together with original copies of all relevant documentation. *You* or the *insured person* will, at *your* or their expense, provide *us* with such certificates, information and evidence as *we* may from time to time require, in a form prescribed by *us*.

### Physical Examination and Autopsy

Provided that *we* give reasonable notice, *we* will be allowed to have any *insured person* medically examined or, in the *event* of an *insured person's* death, a post mortem examination carried out at *our* expense.

### Claims Investigation

In the event of a claim, *we* may make any investigation *we* deem necessary, and both *you* and the *insured person* will cooperate fully with such investigation. Failure by *you* or the *insured person* to cooperate with *our* investigation may result in denial of the claim or cancellation of the *policy*.

### Payment of Claim

The benefit for Part A, Event 1 will be paid to *you* or as *you* direct. Unless otherwise specified in the *policy*, all other benefits will be payable to the *insured person* or as they direct. All such payments will be a discharge to *us* with respect to all claims under *your policy*.

### Fraudulent Claims

If any claim under this *policy* is fraudulent in any respect, or if any fraudulent means or devices are used by *you*, the *insured person*, or anyone acting on *your* or the *insured person's* behalf to obtain benefits under this *policy*, *we* may, subject to law reduce *our* liability in respect of such claim or may refuse to pay the claim in whole or in part.

### Processing and Payment of Claims

Subject to payment of the *premium*, *we* will take all reasonable steps to pay a valid claim promptly.

## Making Claims After Your Policy is Cancelled

If *your policy* is cancelled effective from a particular date, this does not affect *your* rights to make a claim under *your policy* if the *event* occurred before the date that the cancellation became effective.

## Commitment to Service

Chubb's Internal Dispute Resolution Process is evidence of Chubb's commitment to service. Chubb has established an Internal Dispute Resolution Panel to handle any unresolved complaints. It underscores Chubb's commitment to acting fairly and honestly with its customers.

If *you* are not satisfied with any aspect of the service that *you* receive in relation to the Group Personal Accident & Sickness Policy *we* would appreciate *you* letting *us* know.

*Our* website can be visited at [www.chubbinsurance.com.au](http://www.chubbinsurance.com.au) or *you* can contact *us* on Ph (02) 9273 0100 | Fax (02) 9273 0101