

Chubb Inpatient Medical Insurance

Policy Wording & Product
Disclosure Statement (PDS)

CHUBB®

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Chubb Inpatient Medical Insurance

Policy Wording & Product Disclosure Statement (PDS)

Important Information

1. About This Inpatient Medical Insurance Policy Wording and Product Disclosure Statement (PDS)

This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on March 1, 2022. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

2. About the Insurer

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product. In this PDS, "We", "Us" "Our" means Chubb Insurance Australia Limited. Our contact details are:

Head Office:
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Postal address:
GPO Box 4907 Sydney NSW 2001
O 1800 815 675
F +61 2 9335 3411
E CustomerService.AUNZ@chubb.com

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

3. Summary of Insurance

The following provides a general summary of the cover contained in this PDS and its purpose. The cover is provided only if specified as applicable in the Schedule. Capitalised words used in this summary are defined in the Policy. Please refer to the General Definitions Section for these definitions.

Cover

We will pay the medical expenses incurred by a Covered Person as a result of the Covered Person suffering from a Bodily Injury or Sickness whilst the Covered Person is covered under the Policy. A number of additional benefits may also be payable under the additional cover provided. The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- (a) Covered Persons are not covered in relation to covered events that occur before they become a Covered Person (unless the conditions of the Takeover Provisions are met) or after they cease to be a Covered Person;
- (b) We only pay up to the agreed limits specified in the Policy;
- (c) certain waiting periods apply to coverage for Pre-Existing Medical Conditions, Maternity Expenses and Psychiatry Expenses, Rehabilitation Expenses and palliative care costs;
- (d) certain additional Policy exclusions apply to Private Hospital Expenses;
- (e) We will not pay any benefits with respect to any loss, damage, liability, Bodily Injury or Sickness which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), *Private Health Insurance (Health Insurance Business) Rules* as amended from time to time or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules; and
- (f) there is no cover under the Policy with respect to any Covered Person who is aged seventy-five (75) years or more and all cover with respect to a Covered Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy-five (75) years.

The above is a general summary of the cover only, does not form part of the Policy and cannot be relied on as a full description of the cover provided. Please refer to the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

4. The Nature of a Covered Person's Right to Access Cover Under the Policy and When it Starts and Ends

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy - only the Policyholder can do this) and do not enter into any agreement with Us.

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Persons as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

- (a) does not act on behalf of Us or a Covered Person in relation to the insurance; and
- (b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- (c) does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us

that the benefits are appropriate or useful for any Covered Person's own circumstances or needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

A Covered Person's access to cover:

- (a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- (b) ends at the earliest of the following events:
 - (i) when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
 - (ii) at the end of the Period of Insurance; or
 - (iii) when the Policy is cancelled by Us or the Policyholder (see 24 Cancellation clause).

5. Our Agreement With the Policyholder (the Policy)

Where We have agreed to enter into the Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an Endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- who the Covered Person's entitled to access cover are;
- the Premium payable by the Policyholder (See page 8 Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. Endorsements or SPDSs) from time to time and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the "Policy" the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

6. Group Insurance Policy

The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

7. Cooling Off and Cancellation Rights

The Policyholder has twenty one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty one (21) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 25 Cancellation clause).

8. Renewal Procedure

Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

9. Privacy Statement

In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907
Sydney NSW 2001

Further information request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

How to make a complaint

If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our [Complaints and Customer Resolution](#) policy.

10. Complaints and Dispute Resolution

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

11. Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

When calculating the Premium for the Policy We take a range of factors into account, including:

- (a) ages, occupations, medical history and previous insurance history of persons to be covered; and
- (b) the type and amount of cover provided to the persons to be covered.

It is important for the Policyholder to know that the premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors (such as those noted above) increase Our risk and how they should impact on the Premium. Factors that increase the risk to Us generally increase the premium (e.g. the benefit limits requested by You) and those that lower the risk reduce the premium payable (e.g. where You elect to take hospital coverage only).

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date. The Policyholder can then elect whether to renew the Policy with Us.

Nonpayment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy in accordance with the relevant provisions of the *Insurance Contracts Act 1984* (Cth).

12. Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (**APRA**) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

13. Updating This PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information. To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

14. How to Contact Us

To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".

15. Duty of Disclosure

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

General Definitions Under the Policy

For the purpose of the Policy, the following definitions apply:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

Anaesthetic Charges means charges made for an anaesthetic and its administration including Doctor fees.

Ancillary Expenses means the reasonable and necessarily incurred charges for the following ancillary services:

- (a) acupuncture;
- (b) naturopathy;
- (c) hypnotherapy;
- (d) chiropractic;
- (e) osteopathy;
- (f) dietetics;
- (g) Optical Expenses;
- (h) physiotherapy;
- (i) podiatry;
- (j) Prescribed Medicines;
- (k) hearing aids;
- (l) speech therapy;
- (m) remedial massage; and
- (n) Pharmaceutical Charges.

Annual Aggregate Excess means the amount We will not pay in any one (1) Period of Insurance and which the Covered Person is required to bear themselves. This amount is stated in the Schedule either expressed as a monetary amount or as a percentage of the loss.

Bodily Injury means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause:

- (a) where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person; or
- (b) the ongoing treatment of a bodily injury occurring prior to the Covered Person's Effective Date of Coverage where the Takeover Provisions have been met, provided that the treatment was covered and accepted as being covered under the policy of the preceding Recognised Health Provider or by Us.

It does not mean:

- (i) a Sickness or illness or disease except for illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury; or
- (ii) any Pre-Existing Medical Condition except where the Takeover Provisions or the applicable Waiting Periods have been met in relation to the Pre-Existing Medical Condition.

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country.

Chubb Assistance means the telephone advice, information & claim pre-approval services arranged by Us. Chubb Assistance can be contacted on +61 2 8907 5995.

Claimant means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

Close Relative means a Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Country of Assignment means Australia where the Covered Person(s) is/are residing on foreign assignment and where Australia does not fulfil the definition of Country of Residence

Country of Residence means any country in which, at the Effective Date of Coverage or at any subsequent time whilst a Covered Person, the Covered Person:

- (a) is, or becomes, a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- (b) is, or becomes, a citizen via any available avenue including but not limited to naturalisation, marriage or other recognised relationship, birth, ancestry or investment.

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder and includes the Spouse/Partner and/or Dependent Child(ren) residing with the Covered Person in the Country of Assignment where insurance for the Spouse/Partner and/or Dependent Child(ren) has been purchased.

They are a person that is legally entitled to claim under the Policy by reason of the operation of the relevant provisions of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Day Care Expenses means medical expenses of a Covered Person for which prior approval has been obtained from Chubb Assistance for medical treatment provided in a hospital or in a specially equipped clinic or treatment centre which:

- (a) does not require the Covered Person to be confined in a hospital for a period greater than twenty four (24) hours; and
 - i. is provided by a Specialist or under the direct supervision of a Specialist; and
 - ii. includes surgery performed by Doctors or Specialists in private practice.

Dental Services (Emergency) means charges made by a duly qualified oral surgeon or Dentist for non-routine treatment to a Covered Person's healthy teeth which are damaged as a result of a Bodily Injury.

Dental Expenses (General) means charges made by a duly qualified oral surgeon or Dentist for examinations, scaling and cleaning, dental filling and restorations, diagnostic services, x-rays, injections and extractions of teeth.

Dental Expenses (Special) means charges made by a duly qualified oral surgeon or Dentist for root treatment, endodontic treatment, oral surgery, anaesthetic services, periodontal surgery, interceptive orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodelling and other Specialist and orthodontic services.

Dentist means a dentist or Specialist who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- (a) the Policyholder;
- (b) the Covered Person;
- (c) a Close Relative of the Covered Person; or
- (d) an employee or director of the Policyholder.

Dependent Child(ren) means a Covered Person's and their Spouse/Partner's dependent child(ren), including step or legally adopted child(ren) as long as they are under nineteen (19) years of age, or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning in the Country of Assignment and, in either case, are primarily dependent upon the Covered Person for maintenance and support. Dependent Children also means a Covered Person's children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

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:

- (a) the Policyholder;
- (b) the Covered Person;
- (c) a Close Relative of the Covered Person; or
- (d) an employee or director of the Policyholder.

Effective Date of Coverage means the date on which:

- (a) a Covered Person first meets the criteria set out for a Covered Person in the Schedule; and
- (b) Premium is paid or agreed to be paid by the Policyholder for the Covered Person.

Emergency Transport Expenses means expenses incurred to transport a Covered Person to a Public Hospital. For the purpose of clarity, this definition is intended to include inter-hospital transfers that are necessary because the original admitting Public Hospital does not have the required clinical facilities. It does not extend to transfers due to Covered Person(s) preferences.

Home Leave means leave where the Covered Person(s) returns to their Country of Residence for a period not exceeding thirty (30) days.

Home Nursing Expenses means charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for the treatment of their Bodily Injury or Sickness, provided the care is considered necessary as evidenced by a written statement from a Doctor, is not provided in a hospital, nursing home or any other medical facility, and is provided by a person registered as a nurse who is not:

- (a) the Policyholder;
- (b) the Covered Person;
- (c) a Close Relative of the Covered Person; or
- (d) an employee or director of the Policyholder.

Insurance Contracts Act means the *Insurance Contracts Act 1984* (Cth) as amended from time to time.

Maternity Care and Treatment Expenses (Emergency) means charges for a medical emergency or complication relating to pregnancy or childbirth, including emergency and unplanned caesarean procedures, intrapartum complications and complications relating to placentation.

Maternity Care and Treatment Expenses (Routine) means charges for routine pre-natal, delivery (including elective caesarean) and post-natal care and treatment (up to six (6) months after the birth of the child) for the care of the mother from the date of conception (or known conception) provided that the Covered Person's pregnancy commenced during the Period of Insurance and after their Effective Date of Coverage.

Maternity and New Born Expenses means Maternity Care and Treatment Expenses (Emergency), Maternity Care and Treatment Expenses (Routine) and New Born Child Expenses incurred after the Waiting Period has expired or Takeover Provisions have been met.

Medical Primary and Specialist Outpatient Care Expenses means the necessary and reasonable expenses incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for the treatment of their Bodily Injury or Sickness by a Doctor or Specialist including out of hospital services.

New Born Child means a Covered Person's Dependent Child who is six (6) months of age or under.

New Born Child Expenses means charges for the routine medical care of a New Born Child.

Optical Expenses means charges for spectacles and/ or contact lenses as prescribed by the treating Doctor or Specialist to a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated.

Pharmaceutical Charges means charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for prescription drugs deemed necessary for the treatment of a Bodily Injury or Sickness of the Covered Person as prescribed by a Doctor or Specialist whilst the Covered Person is in hospital, including charges incurred by the Covered Person after they are discharged from hospital.

Policy means this PDS, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. endorsements and SPDSs).

Policyholder means the named company, organisation or person listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

Pre-Existing Medical Condition means in the opinion of a Doctor appointed or approved by Us the signs or symptoms of that ailment, illness or condition existed at any time in the period of six (6) months prior to the relevant Covered Persons' Effective Date of Coverage.

Premium means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

Prescribed Medicines means medicines which have been prescribed by a Doctor or Specialist but excludes oral contraception unless a Doctor has certified this as medically necessary for the treatment of a condition other than the prevention of pregnancy.

Preventative Medical Expenses means charges incurred for treatment, diagnosis, x-rays, scans and laboratory examinations for prevention of a Sickness as referred by a Doctor or Specialist including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks, vaccinations and the like. For the purpose of clarity, this benefit includes Doctor's fees for periodic, non-specific health check-ups.

Private Hospital means a hospital in respect of which there is in force a statement under subsection 121-5(8) of the *Private Health Insurance Act* (Cth) 2007 that the hospital is a Private Hospital.

Private Hospital Expenses means charges for emergency department fees that lead to an admission, and overnight and day only Private Hospital room and board charges, including:

- (a) Day Care Expenses;
- (b) Anaesthetic Charges;
- (c) post-operative service charges;
- (d) use of operating theatre;
- (e) necessary medical care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous Private Hospital equipment during the Covered Person's confinement period; and
- (g) other miscellaneous Private Hospital charges (including Pharmaceutical Charges) for services necessarily and regularly given by a Private Hospital and recommended by a Doctor for the treatment of that Bodily Injury or Sickness.

Professional Sport means any sport for which a Covered Person receives any fee or monetary reward as a result of their participation.

Prosthesis means an artificial replacement for a missing body part such as an artificial limb or total joint replacement and includes a device designed and applied to improve function.

Psychiatry Expenses means charges made by a duly qualified psychiatrist for the provision of mental health services provided that the Covered Person is referred for such treatment by their treating Doctor or Specialist.

Psychology Expenses means charges made by a duly qualified psychologist for the provision of mental health services provided that the Covered Person is referred for such treatment by their treating Doctor or Specialist.

Public Hospital means a hospital in respect of which there is in force a statement under subsection 121-5 (8) of the *Private Health Insurance Act* (Cth) 2007 that the hospital is a Public Hospital.

Public Hospital Expenses means charges for emergency department fees that lead to an admission, and overnight and day only Public Hospital room and board charges, including:

- (a) Day Care Expenses;
- (b) Anaesthetic Charges;
- (c) post-operative service charges;
- (d) use of operating theatre;
- (e) necessary medical care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous Public Hospital equipment during the Covered Person's confinement period;
- (g) charges for post-operative services that are a continuation of care associated with an early discharge from hospital; and
- (h) other miscellaneous Public Hospital charges (including Pharmaceutical Charges) for services necessarily and regularly given by a Public Hospital and recommended by a Doctor for the treatment of that Bodily Injury or Sickness.

Recognised Health Provider means any Australian general insurer who has a licence to underwrite inpatient insurance or other domestic registered health funds.

Rehabilitation Expenses means the reasonable and necessary charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for their rehabilitation treatment and/or occupational therapy as prescribed by the treating Doctor or Specialist as a result of a Bodily Injury or Sickness.

Schedule means the relevant schedule issued by Us to the Policyholder.

Sickness means:

- (a) sickness, illness or disease of the Covered Person first manifesting itself during the Period of Insurance and after the Covered Person's Effective Date of Coverage, but does not include any Pre-Existing Medical Conditions; or
- (b) the ongoing treatment of a sickness, illness or disease of the Covered Person first manifesting itself before the Covered Person's Effective Date of Coverage where Takeover Provisions have been met, provided that the treatment was covered and accepted as being covered under the policy of the preceding Recognised Health Provider or by Us.

Specialist means a Doctor recognised and/or referred to by another Doctor for their experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific Bodily Injury or Sickness. Specialist is extended to include optometrists.

Spouse/Partner means the Covered Person's husband or wife and includes a de-facto and/or life partner with whom the Covered Person has continuously lived with for a period of three (3) months or more and is residing with the Covered Person in the Country of Assignment.

Takeover Provisions means the conditions set out in the Takeover Provisions section of this Policy that must be met by a Covered Person in order for Us to waive:

- (a) the Waiting Period in relation to cover for Pre-Existing Medical Conditions, Maternity and New Born Expenses, Psychiatry Expenses, Rehabilitation Expenses and palliative care costs; or
- (b) the requirement for a Bodily Injury or Sickness to occur during the Period of Insurance and after a Covered Person's Effective Date of Coverage.

Very Seriously Ill means a medical condition certified by the attending Doctor or Specialist to be such as to warrant a notification to relatives that their attendance is desirable in view of the serious nature of the illness and threat to the Covered Person's life.

Waiting Period means the period of time specified under the General Provisions, (Waiting Period) section of the Policy, that a person must be a Covered Person before they become eligible for cover of the specified benefits.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means Chubb Insurance Australia Limited (ABN 23 001 642 020 AFS Licence No. 239687) who is the insurer/issuer of the Policy.

Please note other documents issued by Us that form the Policy may also contain general or specific definitions.

Section One (1) – Medical and Additional Expenses

Extent of Cover

During the Period of Insurance and whilst a person is a Covered Person and an inpatient in Australia, We will pay the necessary and reasonable expenses incurred by the Covered Person in relation to a Bodily Injury or Sickness as set out in the Table of Benefits below up to the maximum amount shown in the Schedule.

Cover under this section is subject to the terms, conditions and exclusions appearing under the sections titled General Provisions Applicable to the Policy (from page 24) and Exclusions Applicable to All Sections of the Policy (from page 22). Waiting Periods apply to Pre-Existing Medical Conditions, Maternity and New Born Expenses Psychiatry Expenses, Rehabilitation Expenses and palliative care costs, unless Takeover Provisions have been met by the Covered Person.

Table of Benefits

Medical Primary Care and Specialist Outpatient Care Expenses

Amounts shown under Medical Primary and Specialist Outpatient Care Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Chubb Assistance must be promptly informed of any potential Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses.

| Payable service or medical expense | Benefit limit |
|------------------------------------|---|
| Public Hospital Expenses | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Private Hospital Expenses | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Doctor's and/or Specialist charges | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Day Care Expenses | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Prosthesis | 100% of the costs incurred up to the maximum amount listed in the Private Health Insurance (Prostheses) Rules as amended from time to time for the Prosthesis required. |
| Preventative Medical Expenses | 100% of the costs incurred up to a maximum of \$5,000 |

Maternity and New Born Expenses

Amounts shown under Maternity and New Born Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Covered Person(s) are only covered for Maternity and New Born Expenses if;

- (a) the pregnancy commences during the Period of Insurance and after their Effective Date of Coverage and no Waiting Period applies (or the Waiting Period has expired); or
- (b) the Takeover Provisions have been met.

| Payable service or medical expense | Benefit limit |
|--|--|
| Maternity Care and Treatment Expenses (Routine) provided in a Public Hospital | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1). Post-natal charges must be incurred within 6 months of the birth of the child. |
| Maternity Care and Treatment Expenses (Routine) provided in a Private Hospital | 100% of the costs incurred up to a maximum of \$10,000. Post-natal charges must be incurred within 6 months of the birth of the child. |

| | |
|--|---|
| Maternity Care and Treatment Expenses (Emergency) provided in a Public Hospital | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Maternity Care and Treatment Expenses (Emergency) provided in a Private Hospital | 100% of the costs incurred up to a maximum of \$10,000 |
| New Born Child Expenses | 100% of the costs incurred up to a maximum of \$10,000 (for Covered Person's Dependent Child who is six (6) months of age or under) |

Dental Expenses

Amounts shown under Dental Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

| Payable service or medical expense | Benefit limit |
|------------------------------------|--|
| Dental Expenses (Emergency) | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Dental Expenses (General) | 85% of the costs incurred up to a maximum of \$1,200 |
| Dental Expenses (Special) | 85% of the l costs incurred up to a maximum of \$1,200 |

Ancillary Expenses

Amounts shown under Ancillary Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

| Payable service or medical expense | Benefit limit |
|--------------------------------------|--|
| Acupuncture/naturopathy/hypnotherapy | 100% of the costs incurred up to a maximum of \$500 |
| Chiropractic/osteopathy | \$100 per visit up to a maximum of \$1000 |
| Dietetics | 100% of the costs incurred up to a maximum of \$500 |
| Hearing aid(s) | 100% of the costs incurred up to a maximum of \$1,000 |
| Optical Expenses | 100% of the costs incurred up to a maximum of \$500 |
| Physiotherapy | \$100 per visit up to a maximum of \$1500 |
| Podiatry | 100% of the costs incurred up to a maximum of \$500 |
| Pharmaceutical Charges | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |
| Prescribed Medicines | 100% of the costs incurred up to a maximum of \$1,000 |
| Remedial massage | 100% of the costs incurred up to a maximum of \$500 |
| Speech therapy | 100% of the costs incurred up to a maximum of \$500 |

Home Nursing Expenses

Amounts shown under Home Nursing Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

| Payable service or medical expense | Benefit limit |
|------------------------------------|--|
| Home Nursing Expenses | \$750 per week up to a maximum of four (4) weeks |

Emergency Transport Expenses

Amounts shown under Emergency Transport Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

| Payable service or medical expense | Benefit limit |
|------------------------------------|--|
| Emergency Transport Expenses | 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) |

Other Expenses

Amounts shown under other expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

| Payable service or medical expense | Benefit limit |
|---|---|
| Rehabilitation Expenses | 100% of the costs incurred up to a maximum of \$10,000 |
| Psychiatry Expenses; (a) Incurred as an inpatient (b) Incurred as an outpatient | (a) 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) (b) 100% of the costs incurred up to a maximum of \$2,500 |
| Psychology Expenses; (a) Incurred as an inpatient (b) Incurred as an outpatient | (a) 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) (b) 100% of the costs incurred up to a maximum of \$2,500 |

Additional Benefits

Emergency Return Home

If during the Period of Insurance and whilst the person is a Covered Person and an inpatient in Australia, the Covered Person's Spouse/Partner or Dependent Child(ren) dies or becomes Very Seriously Ill, necessitating the Covered Person's return to their Country of Residence, We will pay the reasonable travel and accommodation expenses incurred provided that the Covered Person, where reasonably practicable to do so, obtains prior approval from Us and/or Chubb Assistance (such approval not to be unreasonably delayed or withheld).

The maximum amount payable under this benefit is \$3,000 per Covered Person for any one (1) Period of Insurance.

Home Leave

If during the Period of Insurance and whilst the person is a Covered Person and an inpatient in Australia, the Covered Person(s) takes Home Leave, the cover under the Policy will be extended for the period of the Home Leave.

A Covered Person's Home Leave is effective from the date of arrival of the Covered Person in their Country of Residence and ends upon their departure from their Country of Residence to return to Australia or after thirty (30) days whichever first occurs.

Personnel Replacement

If during the Period of Insurance and whilst the person is a Covered Person and an inpatient in Australia, the Covered Person, other than a Spouse/Partner or Dependent Child(ren), becomes Very Seriously Ill, We will pay reasonable travel and additional temporary accommodation expenses incurred by the Policyholder for:

- (a) the sending of a qualified replacement employee to the Country of Assignment of the Covered Person to complete the unfinished business commitments of the Covered Person; or
- (b) the return of the Covered Person to the Country of Assignment after their recovery to complete those original business commitments.

This benefit does not extend to the Spouse/Partner or Dependent Child(ren) of a Covered Person.

The maximum amount payable under this benefit is \$10,000 per Covered Person for any one (1) Period of Insurance.

Repatriation of Mortal Remains and Funeral Costs

If a Covered Person dies:

- (a) during the Period of Insurance;
- (b) whilst the person is a Covered Person and an inpatient in Australia; and
- (c) as a result of a Bodily Injury or Sickness,

We will pay the reasonable costs incurred for either:

- (a) returning their body to their Country of Residence; or
- (b) the reasonable funeral and related costs if the body is buried or cremated at the place of death, as instructed by the Covered Person's representative.

The maximum amount payable under this benefit is \$10,000 per Covered Person.

Ongoing medical expenses

If during the Period of Insurance and whilst the person is a Covered Person and an inpatient in Australia, the Covered Person suffers a Bodily Injury and/or Sickness which necessitates their return to their Country of

Residence, We will pay the necessary and reasonable medical expenses incurred by the Covered Person up to a maximum period of three (3) months from the date of arrival in their Country of Residence.

Payments under this benefit are subject to the relevant laws which may apply in the Covered Person's Country of Residence that may limit our ability to make payments into the Covered Person's Country of Residence for reasons such as Us not being a licensed insurer in that jurisdiction or other limitations on cross-border money transfers.

The maximum amount payable under this benefit is \$5,000 per Covered Person per month, to a maximum of \$15,000 for any one (1) Period of Insurance.

Exclusions Applicable to All Sections of the Policy

Public Hospital Expenses & Private Hospital Expenses

We shall not pay benefits, or such portion of benefits, with respect to any loss, damage, liability, Bodily Injury or Sickness which:

1. result from cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of Bodily Injury of the Covered Person).
2. result from Pre-Existing Medical Conditions where the Covered Person has been covered under the Policy for less than twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply where the conditions of Takeover Provisions have been met.
3. result from pregnancy where the Covered Person has been covered under the Policy for less than twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply where the conditions of Takeover Provisions have been met.
4. result from psychiatric, rehabilitation and palliative care where the Covered Person has been covered under the Policy for less than two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. Psychiatric, rehabilitation and palliative care are covered once a Covered Person has been insured under the Policy for longer than two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply to where the conditions of Takeover Provisions have been met.
5. result in treatment or services which are covered by Medicare or by compensation under any applicable Workers' Compensation Act or transport accident laws or by any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law.
6. result in charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like.
7. result from assisted reproductive treatments.
8. result from bone marrow or organ transplants.
9. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules.
10. occur when the Covered Person is seventy-five (75) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy-five (75) years.
11. are for oral contraception unless a Doctor has certified this as medically necessary for the treatment of a condition other than the prevention of pregnancy.
12. are incurred by, or payable to, a Covered Person whose Country of Residence is Australia.

Exclusions relating to Private Hospital Expenses only

We shall not pay benefits with respect to any loss, damage, liability, Bodily Injury or Sickness arising for Private Hospital Expenses which:

1. result from any routine physical examinations that are not specific treatment for, or investigation of, an underlying Bodily Injury or Sickness.

2. result from sexually transmitted disease, infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist), congenital deformities or abnormalities.
3. result from a Covered Person being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with a Doctor's advice.
4. result in any expenses or charges incurred after the Policyholder or the Covered Person or the Policyholder or the Covered Person's representative refused to follow Our or Chubb Assistance's reasonable instructions and directions.
5. result in any expenses or charges incurred after the Covered Person travelled against the advice of a Doctor or Specialist.
6. result from the use, existence or escape of nuclear weapons material, or ionizing radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
7. result from a Covered Person engaging in or taking part in:
 - (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (b) training for or participating in Professional Sport of any kind.
8. result from any intentional self-Bodily Injury, suicide or any illegal or criminal act committed by the Policyholder or a Covered Person. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person.
9. result from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power.
10. are covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

General Provisions Applicable to the Policy

These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

Chubb Assistance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person, a Public Hospital or a Private Hospital requires pre-approval for Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses, then they should contact Chubb Assistance on +61 2 8907 5995 as soon as practically possible.

Chubb Assistance will provide one or more of the following services:

1. pre-approval for Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses, or
2. payment of approved Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses by claims process or redirection of hospital accounts to Us.

Conditions under Chubb Assistance

Chubb Assistance must be promptly informed of any potential Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses.

In the event of any assistance being provided by Chubb Assistance in good faith, and with the consent of the Policyholder, to any person not insured under the Policy, the Policyholder shall reimburse Us for all costs incurred.

Waiting Period

Pre-Existing Medical Conditions are not covered for a period of twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This Waiting Period does not apply to a Covered Person where the Takeover Provisions have been met by the Covered Person.

Maternity and New Born Expenses are not covered for a period of twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This Waiting Period does not apply to a Covered Person where the Takeover Provisions have been met by the Covered Person.

Psychiatry Expenses, Rehabilitation Expenses and palliative care costs are not covered for a period of two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. This Waiting Period does not apply to a Covered Person where the conditions of Takeover Provisions have been met by the Covered Person.

Takeover Provisions

The Takeover Provisions will be met if the Covered Person has been continuously insured with Us or with a Recognised Health Provider in the twelve (12) months immediately preceding the Covered Person's Effective Date of Coverage. Takeover Provisions only apply to equivalent benefits provided under this Policy that were insured under the preceding policy and all other Waiting Periods continue to apply (for example, if the Covered Person did not have maternity cover under the preceding policy, then the applicable Waiting Period under this Policy will continue to apply).

Additions and Deletions

The Policyholder must declare to us any persons who are to be Covered Persons 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 Covered Persons who no longer require cover under the Policy within thirty (30) days from their date of cessation, noting that a failure to do so may impact the refund of Premium to the extent that we have been prejudiced by the failure.

Where no claim has been paid under the Policy in respect of any Covered Person, We Will refund the Premium paid on a pro-rata basis taking into account the period of time in which the Policy has been in place, the period of time in which the Covered Person was covered under the Policy and any charges or taxes which We are unable to recover.

If a claim has been paid under the Policy, in respect of any Covered Person, We may refund a portion of the Premium paid. In determining whether We refund any part of the Premium, We will take into account various factors including but not limited to, the value of the Premium, the period of time in which the Policy has been in place, the period of time in which the Covered Person was covered under the Policy, the value of the claims that have been paid under the Policy, and any charges or taxes which We are unable to recover.

Assistance and Co-operation

The Policyholder and Covered Persons shall co-operate with Us and upon Our reasonable request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. We will keep the Policyholder apprised of the status of any proceedings, informed of material developments and consulted where appropriate. In that regard, the Policyholder and Covered Persons (where relevant and to the extent it is within the Policyholder and/or the Covered Person's power to do so) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim to the Policyholder or Covered Person in breach if the claim is substantially affected by the breach, to the extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive the Policyholder's written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section of this Policy, for any of the reasons set out in Section 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

If the Policy is cancelled by Us or the Policyholder, and providing that we have not paid a claim or benefit to the Policyholder or a Covered Person under the Policy, We Will refund the Premium paid on a pro-rata basis taking into account the period of time in which the Policy has been in place, less any charges or taxes which We are unable to recover.

If the Policy is cancelled by Us or the Policyholder, and We have paid a claim or benefit to the Policyholder or a Covered Person, We may refund a portion of the Premium paid. In determining whether We refund any part of the Premium, We will take into account various factors including but not limited to, the value of the Premium, the period of time in which the Policy has been in place, the value of the claims or benefits that have been paid under the Policy, and any charges or taxes which We are unable to recover.

Cover in respect of a Covered Person will end on the earlier of:

1. the date the Covered 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 the Policyholder or by Us pursuant to the Insurance Contracts Act Cover in respect of a Covered Person's Spouse/Partner and/or Dependent Child(ren) will end on the earlier of:

1. the date the Covered Person's cover ends in accordance with the above; or
2. the date such Spouse/Partner and/or Dependent Child(ren) ceases to be a Spouse/Partner and/or Dependent Child(ren) of the Covered Person.

Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities or Covered Person's occupational duties (such as but not limited to a shift from office based occupations to physical labour or change of industry) which increases the risk of a claim being made under this Policy.

Where We are not advised of the types of changes referred to above, We may reduce Our liability if We have been prejudiced in any way. The potential prejudice to Us includes, but is not limited to, Our inability to amend the terms on which We would have accepted the risk or Our inability to exclude certain aspects of cover for risks which We would not have accepted.

Currency

All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

Due Diligence

The Policyholder and all Covered Person(s) will exercise due diligence in doing all things reasonable to avoid or reduce any loss under the Policy.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require and which are in the Claimant's possession or control, or within their power to provide. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time where reasonably required by Us.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Proper Law

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the state or territory of the Commonwealth of Australia in which this policy was effected. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all

requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

Sanctions Clause

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran Syria, North Korea, North Sudan, Crimea and Cuba.

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

If We pay an amount under the Policy, We shall be subrogated the Claimant's rights to recover an equivalent sum to what we have paid against any person or entity other than the Policyholder, Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is reasonably necessary and within their power to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred.

The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss the subject of the claim from that party or another party.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au.

Contact Us

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