

January 2020

# Marsh Entertainment Chubb Individual Personal Accident Insurance for Performers & Entertainers

## CONTENT

IMPORTANT INFORMATION .....	1
GENERAL DEFINITIONS UNDER THE POLICY .....	8
PERSONAL ACCIDENT COVER .....	11
ADDITIONAL COVER UNDER THE POLICY .....	14
GENERAL CONDITIONS APPLICABLE TO THE POLICY .....	16
GENERAL EXCLUSIONS APPLICABLE TO THE POLICY .....	18
GENERAL PROVISIONS APPLICABLE TO THE POLICY .....	19

# Important Information

## About this Individual Personal Accident Insurance 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 a Covered Person's individual objectives, financial situation or needs. 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

## About the Insurer

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product through SLE Worldwide Australia Pty Limited (ABN 15 066 698 575). 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](mailto:CustomerService.AUNZ@chubb.com)

## Relationships between Chubb, SLE and JLT

SLE Worldwide Australia Pty Ltd (ABN 15 066 698 575) (SLE) is appointed by Us as Our agent under a binder agreement in terms of which we have authorised SLE to distribute and issue the Policy within a defined authority. SLE is remunerated by Us for its distribution services. SLE does not act on Your behalf when distributing the Policy. We have a Distribution Agreement with Jardine Lloyd Thompson Pty Ltd (JLT) which authorises them to arrange for the application of insurance for Us and not for you and we remunerate JLT for this service.

## Preparation Date

This PDS was prepared on 30 November, 2018. Other documents may form part of Our PDS and if they do, We will tell the Covered Person in the relevant document.

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the **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 [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## 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. Certain terms used in this summary are defined in the Policy. Please refer to the relevant sections for these definitions.

## Cover

We will pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury. A number of additional benefits will also be paid under the additional cover provided.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses including the Excess Period). For example:

- Covered Persons are not covered in relation to covered events that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury;
- We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act, 1953* (Cth); and
- 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 for its full terms, conditions and exclusions.

## Our agreement with the Covered Person (the Policy)

Where We have agreed to enter into the Policy with the Covered Person We do so on the terms and conditions and exclusions contained in this

PDS, the Schedule We issue to the Covered Person

confirming cover under the Policy and any other document that We issue to the Covered Person 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 cover are;
- the Premium payable by the Covered Person (see Premium section on page 6);
- 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 which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

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

## Cooling Off and Cancellation Rights

The Covered Person has fourteen (14) days after entering into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those fourteen (14) days, We will cancel the Policy, provided the Covered Person has not 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 Covered Person has cancellation rights (see Cancellation clause on page 19).

## Renewal Procedure

Before the Policy expires, We will advise the Covered Person 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.

## 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 [www.chubb.com/au](http://www.chubb.com/au)

### ***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, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

### ***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 service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to 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), or 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

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc.) We may also share Your information with that third party.

In the circumstances where We disclose 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 Consent***

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

### ***Access to and correction of Your Personal Information***

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

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](mailto:CustomerService.AUNZ@chubb.com)

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001  
+61 2 9335 3200  
E [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

## **Complaints and Dispute Resolution**

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 – Complaint Handling Procedure**

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 us at:

The Complaints Officer  
Chubb Insurance Australia Limited GPO Box 4065  
Sydney NSW 2001  
O 1800 815 675  
E [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise. Please note if your

complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

## **Stage 2 – Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### ***How to Make a Complaint***

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

O +61 2 9335 3200

F +61 2 9335 3411

E [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute. We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute 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

## **Stage 3 – External Dispute Resolution**

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. 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

O 1800 931 678 (free call)

F +61 3 9613 6399

E [info@afca.org.au](mailto:info@afca.org.au)

W [www.afca.org.au](http://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.



## 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) age, occupation and previous insurance history of persons to be covered; and
- b) the type and amount of cover provided.

It is important for the Covered Person to know that the Premium varies depending on the information We receive from the Covered Person about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they should impact on the Premium

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 Covered Person applies for this insurance, the Covered Person 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 Covered Person of the change in writing prior to that date

## Non-payment of Premium

If the Covered Person fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy

## 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 <https://www.fcs.gov.au> for more information.

## 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 Covered Person with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

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 Covered Person 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 Covered Person at no cost by contacting Us.

## 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"



## Duty of Disclosure

### Your Duty of Disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

### Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

### Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a broader 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.

### Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

### 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 tell Us, 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 purposes 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.

**Accidental Death** means death occurring as a result of a Bodily Injury.

**Bodily Injury** means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person.

It does not mean:

- a) a sickness or illness or disease; or
- b) any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

**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 where the opposing parties are of different ethnic religious or idealistic groups.

**Close Relative** means Parent, Spouse/Partner, 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.

**Covered Person** means the named person listed as the Covered Person in the Schedule with whom We enter into the Policy. They are the contracting insured.

**Declared Activities** means the activities for which cover under this Policy was purchased and which have been declared to Us.

**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 Covered Person;
- b) a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- c) an employee or director of the Covered Person.

**Event(s)** means the Event(s) described in the Table of Events set out in the Policy.

**Excess Period** means the period of time following an Event giving rise to a claim for which no benefits are payable as specified in the Schedule.

**Fingers, Thumbs or Toes** means the digits of a Hand or Foot.

**Foot** means the entire foot below the ankle.

**Hand** means the entire hand below the wrist.

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

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

**Loss** means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of part of or whole of the lower half of the body.

**Period of Insurance** means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

**Permanent** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**Permanent Total Disablement** means where in the opinion of a Doctor:

the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation for which they are reasonably qualified by reason of education, training or experience; and the above disability is Permanent.

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

**Pre-Existing Medical Condition** means:

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the twelve (12) months immediately prior to becoming a Covered Person under the Policy; or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Policy.

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

**Product Disclosure Statement/PDS** means this document which contains the Policy Wording.

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

**Quadriplegia** means the Permanent loss of use of both arms and both legs.

**Salary** means weekly pre-tax income derived from personal exertion whilst engaged in Declared Activities, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

**Schedule** means the relevant Schedule issued by Us to the Covered Person.

**Spouse/Partner** means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of three (3) months or more at the time of loss.

**Temporary Partial Disablement** means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties, and while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

**Temporary Total Disablement** means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in their usual occupation or business duties, and while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

**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) through SLE Worldwide Australia Pty Limited (ABN 15 066 698 575) who is the insurer/issuer of the Policy.

**You/Your** means the Covered Person.

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

# Personal Accident Cover

## Extent of Cover

(subject to the other terms, conditions and exclusions of the Policy)

## Personal Accident

Where a Covered Person suffers from an Event described in Parts A, B, D or E of the following Table of Events that:

- a) is as result of a Bodily Injury; and
- b) occurs within twelve (12) months of the Bodily Injury,

We will pay the Covered Person the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Parts A, B, D or E.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Bodily Injury occurs during the Period of Insurance and whilst the person is a Covered Person.

## Table of Events

### Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the Schedule against Part A – Lump Sum Benefits

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury	Being a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person
1. Accidental Death	100%
2. Permanent Total Disablements	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) limbs	100%
7. Loss of use of one (1) Limbs	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in: (a) Both ears (b) One (1) ear	100% 20%
10. Permanent Loss of use of four (4) fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	50%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

## Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the Schedule against Part A – Lump Sum Benefits

13. Permanent Loss of use of four (4) Fingers of either Hands	40%
14. Permanent Loss of use of one (1) Thumb of either Hand (a) Both joints (b) One (1) joints	30% 15%
15. Permanent Loss of use of Fingers of either Hand: (a) Three (3) joints (b) Two (2) joints (c) One (1) joint	15% 10% 5%
16. Permanent Loss of use of Fingers of either Hand: (a) All – one (1) Foot (b) Great – both joints (c) Great – one (1) joint (d) Other than great – each Toe	15% 5% 3% 1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 Is limited to a maximum of 75% of the amount shown in the Schedule against Part A – Lump Sum

## Part B – Weekly Benefits – Bodily Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the Schedule against Part B – Weekly Benefits – Bodily Injury

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and during the Period of Insurance	
20. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the weekly benefit shown on the Schedule against Part B – Weekly Benefits – Bodily Injury, but not exceeding the Salary of the Covered Person
21. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown on the Schedule against Part B – Weekly benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the Salary of the Covered Person Should the Covered Person be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 20



# Additional Cover Under The Policy

## Exposure

If during the Period of Insurance and whilst a person is a Covered Person, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

## Disappearance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person disappears following the disappearance, sinking or wrecking of a conveyance in which the Covered Person was travelling and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, We will only pay if the legal representatives of the Covered Person's estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Covered Person did not die or did not die as a result of a Bodily Injury.

## Guaranteed Payment

If a Covered Person sustains a Bodily Injury for which benefits are payable under Event 20, We will immediately pay twelve (12) weeks benefits provided that proper medical evidence is provided by a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

## Escalation of Claim Benefit

After payment of a benefit under Events 20 and/or 21 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

## Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death We will reimburse the estate of the Covered Person up to the amount shown in the Schedule against Funeral Expenses for:

- (a) all reasonable funeral, burial or cremation and associated expenses; or
- (b) all reasonable expenses incurred in transporting the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate.

## Coma Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continuous unconsciousness and the Covered Person or their legal representative presents Us with a written opinion of a Doctor which verifies that the direct cause of the continuous unconsciousness was the Bodily Injury, We will pay the Covered Person or the Covered Person's legal representative a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the Schedule against Coma Benefit. If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit at the rate of one-seventh (1/7th) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of

weeks stated in the Schedule. For the avoidance of doubt, no medical expenses are covered under this section.

## Modification Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to modify the Covered Person's home and/or vehicle, or costs associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary. For the avoidance of doubt, no medical expenses are covered under this section.

## ChubbCARE Health & Wellbeing Portal

The health and wellbeing portal is an online platform that can be accessed by Covered Persons for health and wellbeing information and features. ChubbCARE aims to provide tools, information and resources to assist Covered Persons in making positive changes to their own physical and mental health.

ChubbCARE can be used to:

- Download a range of healthy eating recipes
- Access a library of health-related articles
- Contact certain health professionals with questions related to diet and exercise
- Access weight loss and fitness programs for all levels
- Learn about mental health issues relevant to home, work and family life
- Access information to promote muscle and joint health
- Find and follow lifestyle improvement programs targeting sleep, stress, nutrition and physical activity

Visit [www.chubbhealthandwellbeing.com.au](http://www.chubbhealthandwellbeing.com.au)

# General Conditions Applicable to the Policy

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9(a) We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury.
3. Benefits shall not be payable:-  
for Events 20 and 21 in excess of a total aggregate period of one hundred and four (104) weeks in respect of any one (1) Bodily Injury, unless otherwise stated on the Schedule;
  - (a) for Events 20 and 21, during the Excess Period stated in the Schedule, calculated from the commencement of the Bodily Injury and in an amount which exceeds the percentage of Salary stated in the Schedule against Part B – Weekly Benefits – Bodily Injury, as applicable and/or the Salary of the Covered Person;
  - (b) unless the Covered Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor;
  - (c) for more than one (1) of Events 20 and/or 21 that occur for the same period of time.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or sick leave entitlement or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Covered Person stated in the Schedule against Part B – Weekly Benefits – Bodily Injury, as applicable and/or the Salary of the Covered Person.
5. Where, in relation to benefits payable for Events 2, 20 or 21, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Bodily Injury and a new Excess Period shall apply. Where a Bodily Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Bodily Injury and a Doctor certifies this, We will treat this as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of Bodily Injury.
7. Subject to the Guaranteed Payments referred to in paragraph 3 under Additional Cover, weekly benefits for Events 20 and 21 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of one- seventh (1/7th) of the weekly benefit for each day during which disability continues.
8. All benefits paid under the Policy shall be payable to the Covered Person or such person or persons and in such proportions as the Covered Person shall nominate, unless otherwise specified in the Policy.

9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 20 and/or 21 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 20 and 21 shall cease from the date of such entitlement.

# General Exclusions Applicable to the Policy

We shall not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury which:

1. Results from a Covered Person engaging in or taking part in:
  - (a) Flying in an aircraft of 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;
2. Results from any intentional self-injury, suicide or any illegal or criminal act committed by the Covered Person;
3. Results from War, invasion or Civil War;
4. Results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
5. Results from pregnancy or childbirth except for unexpected medical complications or emergencies arising therefrom;
6. Results from any Pre-Existing Medical Condition;
7. Would result in Us contravening the *Health Insurance Act 1973 (Cth)*; the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)*; or
8. Occurs when the covered person seventy five (75) years of age or over. All cover with respect to a Covered Person shall cease upon their attaining that seventy five (75) years of 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.

# 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.

## Aggregate Limit of Liability

- (a) Except as stated below, Our total liability for all claims arising under the Policy during any one Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
- (b) Our total liability for all claims arising under the Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- (c) In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

## Assistance and Co-operation

The Covered Person shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Covered Person because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Covered Person shall not, except at the Covered Person'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 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 extent permitted by law.

## Cancellation

The Covered Person 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 Covered Person's written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984*.

If the Policy is cancelled by either the Covered Person or Us, We will refund the Premium for the Policy less any statutory charges and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under the Policy.

## Change of Business Activities

The Covered Person must inform Us as soon as is reasonably practicable of any alteration in the Covered Person's business activities which increases the risk of a claim being made under this Policy.

## Claim Offset

Except for Part A – Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury which is 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 Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

## 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 Covered Person will exercise due diligence in doing all things 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 Covered Person 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 Covered Person'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 Covered Person must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Covered Person, who is the subject of a claim under the Policy, medically examined from time to time.

## Other Insurance

In the event of a claim, the 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 appropriate state or territory of the Commonwealth of Australia. 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 Policy 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/branch 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



Australian 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 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 to all of the Covered Person's rights to recovery against any person or entity and a Covered Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. A Covered Person must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Covered Person 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 Covered Person may prejudice the Covered Person's rights with regard to a claim if the Covered Person makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.

