



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

Policy Wording & Product Disclosure Statement  
(PDS)

June 2021

# CONTENTS

Important Information ..... 1

General Definitions Under The Policy ..... 10

Personal Accident Cover..... 14

Additional Cover Under The Policy..... 17

General Conditions Applicable To The Policy ..... 19

General Exclusions Applicable To The Policy ..... 21

General Provisions Applicable To The Policy ..... 22

# Important Information

## 1. 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 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 May 17, 2021. 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 and Issuer

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer 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](mailto:CustomerService.AUNZ@chubb.com)

SLE Worldwide Australia Pty Limited (ABN 15 066 698 575 AFS Licence No. 237268) (SLE) is the issuer of this product under a binding authority given to it by Chubb. SLE is authorised to act as agent of Chubb to arrange, enter into, review and/or cancel contracts of insurance under a binding agreement with Chubb. SLE's contact details are:

Level 11, 56 Clarence Street  
Sydney NSW 2000  
Postal address:  
GPO Box H308 Australia Square NSW 1215  
O +61 2 9249 4850

### 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](http://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

Please note - the following provides a summary of the main covers available under the Policy only. It does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant sections of the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Schedule.

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain sections.

#### Personal Accident

We 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 Bodily Injury. 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). by way of example (please see wording for full details):

- Covered Persons are not covered in relation to covered Event(s) 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 and where the Bodily Injury occurs during the Period of Insurance; and
- 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 and where the Bodily Injury occurs during the Period of Insurance; and
- with respect Events 20 and 21 (weekly benefits), where the Event occurs during the Period of Insurance or Renewal Period.

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

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- General conditions applicable to the Policy
- General exclusions applicable to the Policy
- General provisions applicable to the Policy

This Policy does not provide cover for Covered Persons over the age of seventy five (75). See Exclusion 7 on page 22 for further details.

Please read the full policy wording to decide whether this cover is right for you.

## 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;
- 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 page 23 for more information on cancellation).

Refer to the General Definitions section for the definition of Period of Insurance and other capitalised terms.

## 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 9 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), 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 23 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 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 Us using and disclosing 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](mailto: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 to:

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

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:

### Privacy Officer

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

## 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](mailto: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.

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](http://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](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.

## 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) 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 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.

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.

### **Non-payment 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

## **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](http://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.

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 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).

**A consumer insurance contract**

This policy is a 'consumer insurance contract' as it is, wholly or predominantly, for personal, domestic or household purposes.

**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 have a duty to take reasonable care not to make a misrepresentation when 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 duty to take reasonable care not to make a misrepresentation when answering the questions.

**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.

**Benefit Period** means the maximum period of time for which a benefit is payable under Events 25, 26, 27 and/or 28 as shown in the Schedule.

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

Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a Sickness or any Pre-Existing Medical Condition.

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

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

**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.

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

**Country of Residence** means the country:

- a) of which the Covered Person is 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) in which the Covered Person is residing on an overseas expatriate assignment.

**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. They are a person that is legally entitled to claim under the Policy by reason 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.

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

- the Policyholder; or
- the Covered Person; or
- a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- an Employee of the Policyholder.

**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:

- the Policyholder;
- the Covered Person;
- a Close Relative of the Covered Person; or
- an employee or director of the Policyholder.

**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 Events 20 or 21, 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. Hairline Fracture means mere cracks in the bone. 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 Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- an eye, total and Permanent loss of all sight in the eye;
- hearing, total and Permanent loss of hearing;
- speech, total and Permanent loss of the ability to speak; and which in each case is caused by Bodily Injury.

**Non-Scheduled Flight(s)** means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals

**Other Fracture** means any fracture other than a Complete Fracture, Simple Fracture or Hairline Fracture.

**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, or where the medical evidence shows that it will last, twelve (12) consecutive months and at the expiry of that period, in the opinion of a Doctor, being unlikely to materially improve.

**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 Covered Person's disability is Permanent.

**Policy** means this PDS and Policy Wording, the correct 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

- 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 three (3) years prior to becoming a Covered Person under the Policy; or
- b) the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware of an underlying physical defect, condition, illness or disease in the three (3) months prior to becoming a Covered Person under the Policy.

**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.

**Renewal Policy** means the individual personal accident insurance policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

**Salary** means:

- a) in the case of a salaried employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during 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 employed; or
- b) in the case of a salary packaged employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions but excluding bonuses, commissions, overtime payments, 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 employed; or
- c) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, 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 Policyholder.

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

**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 resulting in earnings post Bodily Injury of at least 25% less than their Salary. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary Partial Disablement means disablement which, in the opinion of a Doctor, reduces the Covered Person's capacity to undertake any occupation for which they may be suited by way of their education, training or experience by at least 25%. In both instances the Covered Person must be 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 any aspect of their usual occupation or business duties. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary

Total Disablement means disablement which, in the opinion of a Doctor, prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor.

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

**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) 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.**

# Personal Accident Cover

## Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

## Personal Accident

If during the Period of Insurance the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, , We will pay the corresponding benefit shown on the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b) with respect to Events 20 and/ or 21, the Event occurs during the Period of Insurance or any Renewal Period, and
- c) an amount is shown for that Event in the Schedule against Part A or B

## Table of Events

### Part A - Lump Sum Benefits

Cover for an Event under this Part applies only if:

- (i) amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits.
- (ii) With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is linked to a Covered Person's Salary and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.
- (iii) a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
- (iv) the Event(s) occur within twelve (12) months of the date of the Bodily Injury.

Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.

Part A – Lump Sum Benefits	
Events	Benefits
	Being a percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits for each Event and 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%

Part A – Lump Sum Benefits	
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%
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 Toes of either Foot: (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 5 cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified the Covered Person's treating Doctor and a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor, who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A - Lump Sum Benefits.

## Part B – Weekly Benefits - Bodily Injury

Cover for an Event under this Part applies only if:

- a) an amount is shown in the Schedule against Part B - Weekly Benefits - Bodily Injury; and
- b) the Event(s) occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.

This cover is subject to the Excess Period shown on the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury.

Restrictions and/or limitations on the cover provided under this Part apply for people aged 75 years or over. Refer to the General Exclusion 7 on on page 22

Part B – Weekly Benefits – Bodily Injury	
Events	Benefits
20. Temporary Total Disablement	<p>From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown on the Schedule against Part B - Weekly Benefits - Bodily Injury.</p> <p>However this will not exceed the Salary of the Covered Person.</p>
21. Temporary Partial Disablement	<p>From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists resulting in a reduction of the Covered Person's Salary of at least 25%, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity as assessed by a Doctor.</p> <p>However, the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary.</p> <p>If the Covered Person is able to return to work in a reduced capacity, as assessed by a Doctor, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 20.</p>

# Additional Cover Under The Policy

## 1. 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 outlined in the Table of Events (1-19) 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.

## 2. Disappearance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person disappears in any manner 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 their disappearance.

Where the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, We will only pay that benefit if the legal representatives of the Covered Person's estate give Us a signed undertaking that these amounts will be repaid to Us if, after Our payment, it is found that to the prior knowledge of the Policyholder or Covered Person's estate the Covered Person did not die or did not die as a result of a Bodily Injury.

## 3. Tuition or Advice 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 20 or 21, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice for a Covered Person by a registered training organisation, provided such tuition or advice is undertaken with Our prior written agreement (not to be unreasonably withheld or delayed) and that evidence is presented from a Doctor certifying the tuition or advice is medically necessary or at least substantially beneficial in returning the Covered Person to work.

Reimbursement under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) months.

## 4. 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 Policyholder or the estate of the Covered Person up to a maximum of \$5,000 for:

- a) all reasonable funeral, burial or cremation and associated expenses; and
- 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.

## 5. Guaranteed Payment

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which benefits are payable under Events 20 or 21, provided that medical

evidence is presented from a Doctor certifying that there is a reasonable likelihood that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, and We agree with this certification, We will pay at the time of first payment twelve (12) weeks of benefits.

Note that any guaranteed payment shall still not exceed the total maximum benefit period as shown in the schedule.

## 6. 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.

Note that any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule..

## 7. Coma Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which

- a) directly causes or results in the Covered Person being in a state of continuous unconsciousness; and
- b) the Covered Person or their legal representative (or if none, their next of kin) presents Us with a written opinion of a Doctor which verifies that the cause of the continuous unconsciousness was the Bodily Injury,

We will pay the Policyholder or the Covered Person or the Covered Person's legal representative (or if none, the Covered Person's next of kin) 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.

## 8. 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 Policyholder or Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to:

- a) modify the Covered Person's home and/or vehicle, or
- b) 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 or is at least likely to be substantially beneficial in managing the Covered Person's condition

# 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. We will pay the Event with the highest benefit.
3. Benefits shall not be payable:
  - a) for Events 20 or 21 in excess of the total aggregate period as shown as the number of weeks (or other time period) against Part B - Weekly Benefits - Bodily Injury in the Schedule in respect of any one (1) Bodily Injury.
  - b) for Events 20 or 21 during the Excess Period.
  - c) for Events 20 or 21 after the Excess Period, in an amount which exceeds the lesser of:
    - i. the maximum benefit amount shown in the Schedule against Part B Weekly Benefits - Bodily Injury, as applicable, or
    - ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule against Part B - Weekly Benefits - Bodily Injury.

For example, if:

- i. the applicable percentage is 75%; and
    - ii. the maximum Sum Insured shown in the Schedule is \$2,000 x 104 weeks against Part B - Weekly Benefits - Bodily Injury; and
    - iii. a Covered Person's Salary is \$1,500 Person's maximum benefit will be limited to 75% of \$1,500 x 104 weeks = \$117,000
  - d) unless the Covered Person, as soon as would be expected of a reasonable person after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor.

Failure to follow proper medical treatment or advice in accordance with this paragraph d) may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
  - e) for more than one (1) of Events 20 and/or 21 that occur for the same period of time in respect of any one (1) Covered Person.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
  - a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
  - b) any disability or government entitlement or the amount of any sick pay received, or, at the discretion of the Policyholder, sick leave 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.

For example, if:

- i. the applicable percentage is 75%;
- ii. the maximum benefit amount shown in the Schedule is \$1,250 x 104 weeks against Part B - Weekly Benefits - Bodily Injury;
- iii. a Covered Person's Salary is \$2,000;
- iv. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above, then that Covered Person's maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 104 weeks = \$104,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 104 weeks).

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 an independent Doctor's opinion. The third Doctor is to be chosen in consultation with the Covered Person. The third Doctor's opinion 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.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.
7. Subject to the Guaranteed Payments referred to in paragraph 6 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 the average income per day worked based on the Covered Persons Salary for each day during which disability continues.
8. All benefits paid under the Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder 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

These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or 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 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;
3. results from War, invasion or Civil War in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel;
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 in a claim under for Events 20 or 21 due to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom); results from any Pre-existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury);
6. 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
7. occurs when the Covered Person is seventy five (75) years of age or over. All cover with respect to a Covered Person shall cease upon their attaining 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.
8. Except for Part A - Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury or Sickness 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 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.

## Aggregate Limit of Liability

- 1) 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).
- 2) Our total liability for all claims arising under the Policy during any one Period of Insurance relating directly to Non Scheduled Flight(s), shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- 3) 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 reasonably determine. If claims made under the Policy do not exceed the above Aggregate Limits of Liability, but we have reduced payments under this section 3, we will make additional payments to each affected Covered Person to reimburse the reduction in payments proportional to the remaining Aggregate Limit.

## Assistance and Co-operation

The Policyholder and Covered Persons shall co-operate with Us and upon reasonable Our 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.

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) 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.

We will keep the Policyholder apprised of the status of any proceedings, informed of material developments, and consulted where appropriate.

## 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 related to 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 thereof, 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. Please also see Section 11 - Premium.

If the Policy is cancelled by either the Policyholder 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 refund a premium less than the pro rata, where the benefits paid exceed the pro-rata premium amount less allocations for broker commission (if applicable), operating expenses and profit.

#### Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which to the knowledge of the Policyholder or of a reasonable person in the position of the Policyholder would increase the risk of a claim being made under this Policy. Examples of such changes include, but is not limited to, an increase in the number of Covered Persons, a change from office based risk to field based risk or commencing use of Non Scheduled Flights.

#### 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 undertaking all reasonable steps to avoid or reduce any loss under the Policy including but not limited to complying with applicable workplace health and safety laws.

## 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 within the Claimant's 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 (so long as the frequency is not unreasonable in the circumstances).

## 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 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 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 to 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 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 from that party or another party..



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