

# Chubb Group Journey Insurance

Product Disclosure Statement (PDS)  
and Policy Wording

CHUBB®

Accident & Health



## Contents

---

Group Journey Accident Insurance Product Disclosure Statement (PDS)	04
Group Journey Accident Insurance Policy Wording	11
Personal Accident	15
Lifestyle Protection Benefits	19
Corporate Protection Benefits	22
General Conditions Applicable to this Policy	24
General Provisions Applicable to this Policy	26
General Exclusions Applicable to this Policy	28
How to Make a Claim	30



## Group Journey Accident Insurance Product Disclosure Statement (PDS)

### **About Our Group Journey Accident Insurance**

---

The policy is underwritten and issued by Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 (Chubb also referred to as us, we or our).

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

### **What is the Product Disclosure What is the Product Disclosure Statement?**

---

This Product Disclosure Statement (PDS) provides general information only, and should be read in conjunction with the attached Policy wording, schedule and any endorsements to it (Policy). The PDS and Policy contain important information which you should read carefully before deciding to take out any insurance cover.

This PDS has been prepared to assist you in understanding the insurance policy and in making an informed choice about your insurance requirements.

Certain words in this PDS and the policy have special meanings that are set out in the Definitions or the Coverage Section of the Policy.

## **Paragraph Headings**

---

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

## **Policy Terms and Conditions**

---

The information contained in this PDS is general information only and does not form part of your contract with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. This PDS and the Policy are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider.

## **Updating Our PDS**

---

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

## **Group Insurance Policies**

---

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

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

## **Significant Risks and Benefits of the Group Journey Accident Insurance Policy**

---

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

We may be prohibited by law from providing cover where:

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

Some of the significant benefits of the Group Journey Accident policy include:

- the policy is designed to have flexibility by providing the ability to choose the coverage you want;
- cover is available for persons up to seventy-five (75) years of age;
- Personal Accident benefits including:
  - Accidental Death and Disablement -
  - Weekly Injury Benefit -
  - Fractured Bones -
  - Injury Resulting in Loss or Damage to Teeth
- lump sum benefits are available in addition to Weekly Benefits where applicable;
- a range of Lifestyle Protection Benefits and Corporate Protection Benefits as stated in the policy.

## **Operation of Cover**

---

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

## **Policy Excesses**

---

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

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

## **Premium**

---

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

- the number of employees of the policyholder in each state of Australia;
- age, occupation and previous insurance history; and
- the limits, excesses and/or annual aggregates chosen.

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

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

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

## **Non-Payment of Premium**

---

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

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

## **A Claim May be Refused**

---

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

## **Cancelling Your Policy Before it Expires**

---

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

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

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

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

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

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

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

## **Confirmation of Transactions**

---

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

### **To use this service, call us on:**

Adelaide +61 8 8418 3000  
Brisbane +61 7 3221 1699  
Melbourne +61 3 9242 5111  
Perth +61 8 9325 2399  
Sydney +61 2 9335 3200

and we will send you written confirmation.

If you do not wish to use our telephone confirmation service but require confirmation of cover, you can request this by writing directly to Chubb at the addresses appearing in the

'About the Insurer' section at the end of the PDS.

## **Duty of Disclosure**

---

### **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.

## **Privacy Statement**

---

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### **Personal Information Handling Practices**

#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy). 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 and we take reasonable steps to ensure that you have been made aware of how we handle 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.

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 assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer 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), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

#### **Your Choices**

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

#### **How to Contact Us**

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

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

#### **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.

#### **How to Make a Claim**

If you wish to make a claim or, if you prefer, your financial services provider can make a claim on your behalf. Details of what you must do for us to consider your claim are provided in the Policy. In accordance with the Code, we will keep you informed about the progress of your claim at least every 20 business days and respond to routine requests made by you about your claim within 10 business days.

#### **Cooling Off Period**

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

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

#### **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 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 Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, 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 FOS, subject to its Terms of Reference.

FOS 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. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:  
Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
O 1800 367 287  
F +61 3 9613 6399  
E [info@fos.org.au](mailto:info@fos.org.au)  
[www.fos.org.au](http://www.fos.org.au)

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

### **Insurance Council of Australia**

---

Where we cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at [www.findaninsurer.com.au](http://www.findaninsurer.com.au).

### **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.

## About the Insurer

---

The policy is issued by Chubb Insurance Australia Limited ABN: 23 001 642 020  
AFSL: 239687 of Grosvenor Place,  
Level 38, 225 George Street  
Sydney NSW 2000. Our Offices:

### **Adelaide**

Level 7, 147 Pirie Street  
Adelaide SA 5000  
O +61 8 8418 3000

### **Brisbane:**

Level 30, 1 Eagle Street  
Brisbane QLD 4000  
O +61 7 3221 1699  
Postal address:  
PO Box 1007, Brisbane, QLD 4001

### **Melbourne:**

Level 12,  
720 Bourke Street  
Melbourne VIC 3000  
O +61 3 9242 5111

### **Perth:**

Level 18,  
44 St George's Terrace  
Perth WA 6000  
O +61 8 9325 2399  
Postal address:  
PO Box 7105, Cloisters Square  
Perth, WA 6850

### **Sydney:**

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200

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

This PDS is dated 1 November 2016.



## Group Journey Accident Insurance Policy Wording

### Coverage

---

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

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

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

### General Definitions

---

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

#### **Accident**

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

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

**Accidental Death**

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

**Bodily Injury**

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

It does not mean:

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

**Civil War**

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

**Close Relative**

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

**Complete fracture**

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

**Coup d'état**

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

**Dependent Child(ren)**

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

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

**Direct Travel**

direct travel means travel to and from the insured person's normal residence or normal place of employment and will include any minor deviations or interruptions which in no way increase the risk of bodily injury that would have normally arisen if the insured person travelled direct.

**Doctor**

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

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

**Domestic Duties**

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

**Effective Date of Coverage**

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

**Employee**

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

**Event(s)**

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

**Excess**

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

**Excess Period**

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

**Hairline fracture**

hairline fracture means mere cracks in the bone.

**Income**

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

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

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

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

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

**Insured Person**

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

**Journey**

journey means the direct travel for the purpose of attending or returning from work, including but not limited to travel undertaken during lunch time and meal breaks, subject to any specification stated in the policy schedule. A journey does not include any travel outside of Australia.

**Limb**

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

**Other fracture**

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

**Period of Insurance**

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

**Permanent**

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

**Permanent Total Disablement**

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

**Policy**

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

**Policy Schedule**

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

**Policyholder**

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

**Pre-Existing Condition**

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

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

**Premium**

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

**Professional Sport**

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

**Sickness**

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

**Simple fracture**

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

**Spouse or Partner**

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

**Specialist**

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

**Temporary Partial Disablement**

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

**Temporary Total Disablement**

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

**Tooth or Teeth**

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

**War**

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

**We / Our / Us**

We / Our / Us means Chubb Insurance Australia Limited Limited ABN 23 001 642 020 AFSL 239687 who is the insurer/ issuer of this policy.

**You / Your**

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

# Personal Accident

## Cover

---

### **Personal Accident**

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

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

Group Journey Accident Insurance  
Product Disclosure Statement and Policy Wording

**Table of Events**

<b>Part A - Accidental Death and Disablement</b>	
<b>Cover for an event under this Part applies only if an amount is shown in the policy schedule against Part A - Accidental Death and Disablement.</b>	
<b>The Events</b> The following event(s) must occur within 12 months of the date of the accident.	<b>Benefit Amounts</b> The amounts shown below are a percentage of the amount shown in Part A - Accidental Death and Disablement in the policy schedule
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all limbs	100%
5. Permanent Total loss of sight of one or both eyes	100%
6. Permanent Total loss of use of one or more limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Total loss of the lens of: a) both eyes b) one eye	100% 60%
9. Permanent Total Loss of hearing of: a) both ears b) one ear	80% 30%
10. Burns: a) third degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body b) second degree burns and/or resultant disfigurement which covers more than twenty percent 20% of the entire external body	50% 25%
11. Permanent Loss of use of four (4) Fingers and thumb of either hand	80%
12. Permanent Total loss of use of four fingers of either hand	50%
13. Permanent Total loss of use of the thumb of either hand: a) both joints b) one (1) joint	40% 20%
14. Permanent Total loss of use of fingers of either hand: a) three (3) joints b) two (2) joints c) one (1) joint	15% 10% 5%
15. Permanent Total 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%
16. Fractured leg or kneecap with established non-union	10%
17. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.
18. Shortening of leg by at least 5 cm	7.5%

## Part A - Lump Sum Benefits (continued)

Cover for an Event under this Part applies only if an amount for that Event is shown on the Schedule against Section 1, Part A - Lump Sum Benefits.

### Events

Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.

19. Permanent partial disablement not otherwise provided for under Events 8 to 18 inclusive.

### Benefits

The percentage of the amount shown in the Schedule against Section 1, Part A - Lump Sum Benefits (per Covered Person).

Such percentage of the amount shown in Part A - Accidental Death and Disablement in the policy schedule as we at our absolute discretion determine being not inconsistent with the Benefit Amount provided under events 8 to 18. The maximum amount payable under event 19 (Permanent Partial Disablement) is fifty thousand dollars (\$50,000).

## Part B - Weekly Injury Benefits

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

### Events

Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.

20. Temporary Total Disablement

### Benefits

Where an insured person suffers temporary total disablement as a result of a bodily injury and where that temporary total disablement persists, after the excess period, we will pay up to the amounts shown in the policy schedule against Part B - Weekly Injury Benefit, but not exceeding the percentage of income shown in the schedule for that insured person.

21. Temporary Partial Disablement

Where an insured person suffers temporary partial disablement as a result of a bodily injury and where that temporary partial disablement persists, after the excess period, we will pay up to the amounts shown in the policy schedule against Part B - Weekly Injury Benefit, less any amount of current earnings as a result of working in a reduced capacity with the policyholder, but not exceeding the percentage of income shown in the policy schedule for that insured person.

Should the insured person be able to return to work with the policyholder in a reduced capacity, but elect not to do so then the benefit payable will be 25% of Event 20 - Temporary Total Disablement.

Group Journey Accident Insurance  
Product Disclosure Statement and Policy Wording

**Part C - Fractured Bones**

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part C - Fractured Bones.

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

**Part D - Injury Resulting in Loss or Damage to Teeth**

Cover for an event under this Part applies only if an amount is shown in the policy schedule against Part D - Injury Resulting in Loss or Damage to Teeth. The benefit payable under this Part shall be limited to a maximum of two thousand dollars (\$2,000) for any one accident causing bodily injury which results in loss or damage to teeth.

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

# Lifestyle Protection Benefits

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

If an insured person is on a journey and accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

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

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

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

## **Accommodation and Transport Expenses**

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

## **Advanced Payment**

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

## **Coma Benefit**

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

### **Dependent Child Supplement**

If an insured person suffers bodily injury whilst on a journey which results in accidental death, we will pay to the insured person's spouse or partner or legal representative of the insured person's estate, the amount shown in the policy schedule against Lifestyle Protection Benefits - Dependent Child Supplement, for each dependent child of the insured person subject to the maximum benefit amount stated per family.

### **Domestic Help Benefit**

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

### **Education Fund Benefit**

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

### **Escalation of Claim Benefit**

Subject to renewal of this policy and payment of the premium, after payment of a benefit under Events 20 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 a compound rate of 5% per annum.

### **Funeral Expenses Benefit**

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

### **Independent Financial Advice Benefit**

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

### **Modification Benefit**

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

### **Orphan Benefit**

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

### **Out of Pocket Expenses**

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

### **Premature Birth/Miscarriage Benefit**

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

**Rehabilitation Benefit**

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

**Spouse or Partner Employment Training Benefit**

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

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

provided that:

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

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

**Student Tutorial Benefit**

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

**Unexpired Membership Benefit**

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

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

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

## Corporate Protection Benefits

### **Carjacking and Vehicle Excess Benefit**

If an insured person is involved in a carjacking incident whilst on a journey which results in theft and/or damage to their vehicle, we will pay to the policyholder:

1. the excess applicable on the insured person's comprehensive insurance to have the vehicle repaired; and/or
2. the reasonable cost of a hire car or taxi for the insured person to undertake an authorised and necessary journey if the insured person is without their car due to theft or to undertake repairs;

up to the total amount shown in the policy schedule against Corporate Protection Benefits - Carjacking and Rental Vehicle Excess Benefit.

### **Chauffeur Benefit**

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

### **Childcare Benefit**

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

### **Corporate Image Protection**

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

### **Disappearance**

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

**Replacement Staff/Recruitment Costs**

If an insured person sustains a bodily injury whilst on a journey and in our judgement we believe that a benefit will be paid under Event 1 or 2, we will pay the actual and reasonable costs incurred by the policyholder for the recruitment of replacement employees, up to the amount stated in the policy schedule against Corporate Protection Benefits - Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and be crucial and necessary for the policyholder's business to continue. The policyholder must first provide a signed undertaking that any amount paid to the policyholder will be repaid to us if it is found that a valid claim did not or will not eventuate.

**Witnessing Terrorism Benefit**

If an insured person witnesses an act of terrorism whilst on public transport during a journey and, without sustaining bodily injury, is diagnosed with post traumatic stress disorder which results in temporary total disablement, we will pay the insured person up to the amount stated in the policy schedule against Corporate Protection Benefits - Witnessing Terrorism Benefit.



## General Conditions Applicable to this Policy

1. Any benefit payable for Events 1 to 19 will be paid in addition to any benefit already paid for under Events 20 and 21 in respect of the same bodily injury.
2. After the occurrence of any of the Events 2 to 8(a) all cover with respect to that insured person under Part A will cease.
3. If as a result of bodily injury, the insured person is entitled to any benefit under Events 20 and/or 21 and subsequently becomes entitled to a Benefit Amount under the Table of Events for Event 2 or 3, all benefits payable for Events 20 and/or 21 will cease from the date of such entitlement.
4. Where an insured person claims benefits in respect of Events 20 and/or 21, the insured person agrees upon our written request to:
  - i. participate and co-operate with us in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
  - ii. provide us with any medical reports that are relevant to Events 20 and/or 21 or relevant to a plan to achieve or expedite their return to their usual occupation;
  - iii. consent to their treating doctors, their employer, us or service providers that we nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
  - iv. undertake reasonable medical investigations or attend medical examinations as requested by us.

5. No benefit will be payable for Events 20 and/or 21 in respect of any one bodily injury at all unless the insured person shall as soon as possible after the happening of a bodily injury giving rise to a claim, procure and follow proper medical advice from a doctor.
6. The amount of the benefits payable for Events 20 and/or 21 as set out in the policy schedule will be paid monthly in arrears. Any benefits payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues.
7. If a claim occurs for an insured person under Events 20 and/or 21 as a result of bodily injury, and whilst during the period of insurance the insured person suffers from the same or an associated bodily injury, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the insured person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new bodily injury and a new excess period will apply.
8. The Benefit Amounts payable under Events 20 and/or 21 will be reduced by:
  - i. the amount of any periodic compensation paid under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect; and
  - ii. the amount of any sick leave paid or, at the discretion of the policyholder, sick leave entitlement;
 so as to limit the total of all such benefits and entitlements to the lesser of the insured person's income or the Benefit Amount shown in the policy schedule.
9. In respect of insured persons who have attained the age of sixty-five (65) years, the benefit payable for Event 1 and Events 3 to 19 will be limited to twenty percent (20%) of the Benefit Amount shown in the Table of Events to a maximum of one hundred thousand dollars (\$100,000) unless otherwise agreed to by us in writing
10. The benefit payable to insured persons under 18 years of age for Event 1 (Accidental Death) will be 10% of the sum insured stated in the policy schedule or \$25,000, whichever is the lesser, and with respect to Events 2 to 19, the benefit will be limited to the lesser of the sum insured stated in the policy schedule or \$250,000, unless otherwise specified.
11. If the Benefit payable with respect to Events 1 to 19 is salary linked, the actual Benefit payable for an insured person who is not in receipt of a salary will be limited to the lesser of the maximum sum insured stated in the policy schedule or \$250,000.

## General Provisions Applicable to this Policy

### **Aggregate Limit of Liability**

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

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

### **Alteration of Risk**

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

### **Assignment and Beneficiary Change**

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

### **Automatic Additions and Deletions**

The policyholder must declare to us any insured persons who are required to be covered under the policy during the period of insurance within thirty (30) days from their effective date of coverage. Cover will be subject to a pro-rata premium for time on risk, which can be paid on a quarterly or annual basis. The policyholder must also declare to us any insured persons who no longer require cover under the policy within thirty (30) days from their date of cessation. Note the maximum pro-rata premium applicable for insured persons that no longer require cover under the policy who may be entitled to a pro-rata refund will be limited to 90 days.

**Cancellation**

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

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

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

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

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

**Currency**

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

**Entire Contract/Alteration**

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

**Exposure**

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

**Proper Law and Jurisdiction**

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

**Medical Examination or Post Mortem**

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

**Other Insurance**

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

**Precautions**

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

**Providing Proofs**

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

**Subrogation**

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

## General Exclusions Applicable to this Policy

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

1. claim for more than one of the Events 1 to 19 in respect of the same bodily injury;
2. claim for Events 20 and/or 21 in excess of the total number of weeks stated in the policy schedule in respect of any one bodily injury or sickness or disease except for insured persons who have attained the age of sixty-five (65) years where the total Benefit Period is limited to a maximum of 52 weeks unless otherwise stated in the policy schedule;
3. claim for Event 2, permanent total disablement for insured persons who have attained the age of sixty-five (65) years unless otherwise stated in the policy schedule;
4. attendance or participation in any activities that have not been authorised and paid for by the policyholder;
5. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
6. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of bodily injury to the insured person);
7. pre-existing condition prior to the policy being purchased or any condition that has been aggravated during the period of insurance and/or degenerative condition unless that pre-existing condition has been accepted by us;
8. claim that would result in us contravening any workers compensation legislation and or transport accident legislation;
9. claim where the policyholder or the insured person and/or their representatives refused to follow our instructions and directions;
10. claim where, at the time of the incident, the insured person was the driver of a vehicle or substitute vehicle and:
  - i. did not hold a current, valid licence or was cancelled, disqualified or suspended from driving; or
  - ii. did not hold the appropriate class of licence for that vehicle;
11. claim by any insured person who has attained the age of seventy-five (75) years. This will not prejudice any entitlement to claim benefits which have arisen or occurred before an insured person attained the age of seventy-five (75) years;

12. insured person engaging in or taking part in:
  - i. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers; or
  - ii. training for or participating in professional sport of any kind;
13. intentional self-inflicted bodily injury, suicide or any illegal or criminal act committed by the policyholder or an insured person;
14. insured person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit while driving, or being under the influence of any other drug unless it was prescribed by a doctor or specialist and taken in accordance with a doctor's or specialist's advice; or
15. war, civil war, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power;
16. claim to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance;
17. claim with respect to any statutory compulsory third party insurance equivalent regimes nor any workers compensation insurance schemes to the extent that cover may otherwise overlap with such regimes or schemes in any Australian state or territory; or
18. where the payment of any benefit or amount would be in contravention of any Medicare or private health insurance laws or regulations in Australia including the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules 2010, the Medicare Australia Act 1973 or any successor or amending legislation.

## How to Make a Claim

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

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

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

### Notice of Claim

---

#### Report Within 30 Days of Loss

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

#### Proof of Loss

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

#### Physical Examination and Autopsy

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

#### Claims Investigation

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

#### Payment of Claim

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

#### Fraudulent Claims

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

#### Processing and Payment of Claims

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

#### Making Claims After Your Policy is Cancelled

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

### Commitment to Service

---

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

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

[www.chubb.com/au](http://www.chubb.com/au) or you can  
contact us on: O +61 2 9335 3200  
F +61 2 9335 3411



### About Chubb in Australia

---

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

### Contact Us

---

Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200  
F +61 2 9335 3411  
[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**

Chubb Group Journey Accident Insurance Product Disclosure Statement and Policy Wording, Australia. Published 11/2016  
©2016 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb. Insured.<sup>SM</sup> are protected trademarks of Chubb.

Chubb14-110-1116 15GJAPDSPWv3