

ACCIDENT RECOVERY

AMERICAN EXPRESS® ACCIDENT RECOVERY
POLICY WORDING AND PRODUCT DISCLOSURE
STATEMENT (PDS)



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General advice

Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

1 Important Information About This Policy Wording And PDS

This document is a PDS and is also Our insurance Policy Wording. This document contains important information required under the Corporations Act 2001 (Cth) (the Act) and has been prepared to assist You in understanding American Express Accident Recovery insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

In return for You paying Us a premium, as set out in Section 8, We insure You for the Events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions of Your Policy. Please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.

Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place.

You can contact Us on: 1800 810 624 or write to Us at: Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001.

2 About Chubb Insurance Australia Limited (Chubb)

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
Telephone:	1800 810 624
Facsimile:	(02) 9335 3411
E-mail:	CustomerService.AUNZ@chubb.com

Chubb is the world’s largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, We assess, assume and manage risk with insight and discipline. We service and pay Our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

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, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country’s largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

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

The promoter of this product is **American Express Australia Limited** (ABN 92 108 952 085, AFS Licence No. 291313) (American Express). American Express receives a commission from Chubb for referring You to Us. In referring You to Us, American Express acts on Our behalf and not on Your behalf.

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 and on request.

3 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 something 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 something 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.

You have this duty until We agree to insure You.

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

4 The Meaning Of Certain Words And Interpretation

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, located at Section 18 of this Policy Wording and PDS. Please refer to the Definitions for their meaning.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

5 Selecting Your Cover

Certain eligibility criteria apply. We tell You when You apply whether You meet this criteria e.g.

- + You must at least be eighteen (18) years old when You apply.
- + You must not be over eighty-five (85) years of age when You apply,

Who can be covered

You only or Spouse/Partner only Cover	Cover for one (1) adult only.
You and Your Spouse/Partner Cover	Cover for two (2) adults.

You also need to identify the level of cover that is appropriate to Your needs. The levels of cover are set out in the Schedule of Events Table.

6 What You Are Covered For

Summary of Benefits

The following Schedule of Events Table summarises the benefits We can provide and can be used as a quick reference tool. The benefits covered and the benefit limits vary according to the level of cover selected.

A detailed description of the cover is set out in the Benefits section. The cover provided is subject to the terms, conditions and exclusions contained in this Policy document.

Please note that other documents that make up the Policy such as the Policy Schedule may amend the standard terms, conditions and exclusions contained in this Policy document.

The benefits are halved if You are aged from eighty-six (86) years up to and including ninety-six (96) years of age.

SCHEDULE OF EVENTS	Level 1	Level 2	Level 3	Level 4
Broken Bones Benefit - If You break a bone(s) listed below as a result of an Accidental Injury and a Doctor certifies this, We will pay You the corresponding Broken Bones Benefit up to the maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.				
Neck	\$5,000	\$10,000	\$15,000	\$20,000
Hip or pelvis	\$3,000	\$6,000	\$9,000	\$12,000
Thigh, heel, upper arm, skull	\$2,500	\$5,000	\$7,500	\$10,000
Ankle, lower leg, elbow, shoulder blade	\$2,000	\$4,000	\$6,000	\$8,000
Lower jaw, collarbone	\$1,750	\$3,500	\$5,250	\$7,000
Lower arm, wrist, sternum, kneecap	\$1,500	\$3,000	\$4,500	\$6,000
Hand, Foot	\$1,000	\$2,000	\$3,000	\$4,000
Cheekbone, coccyx	\$750	\$1,500	\$2,250	\$3,000
Vertebrae, ribs (each)	\$250	\$500	\$750	\$1,000
Nose	\$250	\$500	\$750	\$1,000
Thumb (each)	\$100	\$200	\$300	\$400
Finger or Toe (each)	\$50	\$100	\$150	\$200
Maximum amount payable under the Broken Bones Benefit in any one (1) accident	\$5,000	\$10,000	\$15,000	\$20,000

SCHEDULE OF EVENTS	Level 1	Level 2	Level 3	Level 4
<p>Serious Accident Benefit - If You suffer a Permanent Loss listed below as a result of an Accidental Injury and a Doctor certifies this, We will pay You the corresponding Serious Accident Benefit shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.</p>				
Permanent Loss of use of two Limbs	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of entire sight of both eyes	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of hearing in both ears	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of speech	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of use of one Limb	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of entire sight of one eye	\$50,000	\$50,000	\$50,000	\$50,000
Permanent Loss of hearing in one ear	\$50,000	\$50,000	\$50,000	\$50,000
<p>Dislocation Benefit - If You suffer a dislocation(s) listed below as a result of an Accidental Injury and a Doctor certifies this, We will pay You the corresponding Dislocation Benefit up to the maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.</p>				
Hip, knee, wrist, elbow, shoulder blade,	\$1000	\$2000	\$3000	\$4000
Maximum amount payable under the Dislocation benefit for any one (1) accident.	\$1000	\$2000	\$3000	\$4000
<p>Home Assistance Benefit - If You are Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury, We will reimburse You, upon the production of invoices and/or receipts, the cost of any Domestic Duties assistance:</p> <p>(a) up to the weekly maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury;</p> <p>(b) up to the period shown on Your Policy Schedule and</p> <p>(c) while a Doctor certifies the Confinement to Bed necessary.</p>				
Paid for a maximum of thirteen (13) weeks.	\$200 Per Week	\$400 Per Week	\$600 Per Week	\$800 Per Week
<p>Extra Cash Benefit - If You have been Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury and a Doctor certifies this, We will pay You the Extra Cash Benefit shown on Your Policy Schedule for Your level of Cover at the time of the accident causing the Accidental Injury.</p> <p>The Extra Cash Benefit will only be payable while You are Confined to Bed up to the period shown on Your Policy Schedule.</p>				
Paid for a maximum of thirteen (13) weeks.	\$50 Per Day	\$100 Per Day	\$150 Per Day	\$200 Per Day
<p>Funeral Benefit - In the event of Your Accidental Loss of Life, We will pay Your estate the Funeral Benefit shown on Your Policy Schedule for Your level of cover current at the time of the accident causing Your Accidental Loss of Life.</p> <p>If the Funeral Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.</p>				
Accidental Loss of Life	\$5,000	\$10,000	\$15,000	\$20,000
Accidental Loss of Life while on a Common Carrier	\$10,000	\$20,000	\$30,000	\$40,000
<p>Family Care SOS™ - At no additional cost - Twenty-four (24) hour seven (7) days a week referral helpline for emergency legal and medical assistance, home support services and home modification assistance in Australia.</p>				

Benefits

Broken Bones Benefit

If You break a bone(s) listed in the Schedule of Events as a result of an Accidental Injury and a Doctor certifies this, We will pay You the relevant Broken Bones Benefit for Your level of cover up to the maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.

Serious Accident Benefit

If You suffer a Permanent Loss listed in the Schedule of Events, as a result of an Accidental Injury and a Doctor certifies this, We will pay You the corresponding Serious Accident Benefit shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.

Dislocation Benefit

If You suffer a dislocation(s) listed in the Schedule of Events as a result of an Accidental Injury and a Doctor certifies this, We will pay You the relevant Dislocation Benefit up to the maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury.

Home Assistance Benefit

If You are Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury, We will reimburse You, upon the production of invoices and/or receipts, the cost of any Domestic Duties assistance:

- (a) up to the weekly maximum amount shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury;
- (b) until You cease to be Confined to Bed, for the maximum period shown on Your Policy Schedule for Your level of cover; and
- (c) while a Doctor certifies it necessary for You to be Confined to Bed.

If You are Confined to Bed for a period of less than one (1) week the Home Assistance Benefit shall be paid for at the rate of one-seventh (1/7th) of the weekly benefit for each day during which You are Confined to Bed.

Extra Cash Benefit

If You have been Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury and a Doctor certifies this, We will pay You the Extra Cash Benefit shown on Your Policy Schedule for Your level of cover current at the time of the accident causing the Accidental Injury. The Extra Cash Benefit will only be payable for a maximum of thirteen (13) weeks while You are continuously Confined to Bed.

Funeral Benefit

In the event of Your Accidental Loss of Life, We will pay Your estate the Funeral Benefit shown on Your Policy Schedule current at the time of the accident causing Your Accidental Loss of Life.

If the Funeral Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.

Family Care SOS™

FREE twenty-four (24) hour seven (7) days a week referral helpline for emergency legal and medical assistance, home support services and home modification assistance in Australia.

The maximum benefit period for all claims in any one Period of Insurance is limited to the period shown on Your Policy Schedule.

7 Benefit Limits

The maximum amount per Event for each benefit is the sum specified on Your Policy Schedule for that benefit.

If Accidental Injury causes an Accidental Loss of Life or Permanent Loss, We will only pay for one applicable benefit under the Funeral benefit or the Serious Accident benefit. We will pay for the one that gives the highest benefit and no further benefits are payable under Your Policy, or any renewal or replacement Policy.

The benefits are halved if You are aged from eighty-six (86) years up to and including ninety-five (95) years of age.

8 Premium

We take a number of factors into account when calculating Your premium which could include Your risk profile, the type of plan You have chosen and other information You provide to Us when applying for this insurance.

Your premium is paid in advance and includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges, taxes, levies (including stamp duty and GST) in relation to the Policy.

Monthly Premium	Level 1	Level 2	Level 3	Level 4
You only	\$10.95	\$19.75	\$29.65	\$39.55
Spouse/Partner Only	\$10.95	\$19.75	\$29.65	\$39.55
You and Your Spouse/Partner	\$20.85	\$38.45	\$58.25	\$78.05

If You will be paying Your Premium by instalment payments and an instalment remains unpaid for at least fourteen (14) days, We may refuse to pay a claim arising after the instalment was due.

If an instalment remains unpaid for thirty-one (31) days, Your Policy will be automatically cancelled without written notice from Us to You unless We elect to cancel earlier by providing You with written notice.

Cover is effective from the Commencement Date as shown on Your Policy Schedule.

INDEXATION OPTION: You may choose at any time to add the Indexation Option to Your cover. Indexation Option means Your cover and Your premium will automatically increase annually by 5% based on Your original nominated benefit level. Your increase in cover and premium will occur on the anniversary of Your Policy Commencement Date. Indexation Option is limited to a maximum benefit amount of \$200,000.

You may commence or cancel Your Indexation Option at any time simply by contacting Us on 1800 810 624. If You have selected the Indexation Option to be applied to Your coverage,

We will send You a renewal notice each year on the anniversary of Your Policy Commencement Date to remind You of the increase.

We may change Your premium from the Renewal Date if We notify You of the change in writing prior to that date.

9 General Exclusions

There are certain times when this insurance may not provide cover.

Your Policy will not apply to and We shall not pay benefits with respect to any loss, damage, liability, Event, or injury which:

- (a) arises directly or indirectly out of:
 - i. deliberately self-inflicted injury, suicide or criminal or illegal act; or
 - ii. You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
 - iii. You engaging in any professional sport meaning Your livelihood is substantially dependent on Income received as a result of Your playing sport; or
 - iv. You engaging in any motor sports as a rider, driver and/or a passenger; or
 - v. any consequences of war (whether declared or not), invasion or civil war, taking part in a riot or civil commotion; or
 - vi. You being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft; or
 - vii. Pre-Existing Medical Conditions You may have.
- (a) occurs after You exceed the Maximum Age. All cover shall cease upon You exceeding the Maximum Age. This will not prejudice any entitlement to claim benefits which has arisen before You exceeded the Maximum Age.
- (b) occurs after You have suffered an Accidental Loss of Life or Permanent Loss, which is claimable under Your Policy. These general exclusions are in addition to the special conditions outlined in Section 7.

Health insurance exclusion

Your Policy does not cover any Event or occurrence which may be deemed as the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) nor any benefit which would breach s126 of the Health Insurance Act 1973 (Cth), including the payment of medical expenses in Australia when a Medicare benefit is payable.

Osteoporosis exclusion

If You have been diagnosed as having osteoporosis prior to the Commencement Date any broken bone(s) suffered will not be covered. If You are diagnosed as having osteoporosis after the Commencement Date, any broken bone(s) resulting from the first Event are covered, but any broken bones(s) resulting from any subsequent Events will not be covered.

10 Cooling Off Period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if the Policy meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this, We will refund any premiums You have paid during this period.

These cooling off rights do not apply if You have made or You are entitled to make a claim during this period.

11 Cancellation Of Your Policy

Your Policy may be cancelled in one of three (3) ways:

1. When You can cancel

You can cancel Your Policy at any time by calling Us on 1800 810 624 or telling Us in writing.

If You:

- (a) pay Your premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your premium in advance.
- (b) do not pay Your premium by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day We receive Your written cancellation. We will refund the premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any premium if We have paid or are obliged to pay a benefit under Your Policy.

2. When We can cancel

We can cancel Your Policy by giving You written notice to the address on file and in accordance with the Insurance Contracts Act 1984 (Cth), including where You have:

- (a) breached the Duty of Disclosure;
- (b) breached a provision of Your Policy (including one requiring payment of premium);
- (c) made a fraudulent claim under any policy of insurance.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

3. Automatic cancellation

Your Policy may be cancelled automatically and without any written notice from Us:

- (a) when You exceed the Maximum Age. This will be confirmed in writing. Any unused premium paid will be refunded; or
- (b) if You have not paid Your premium within thirty one (31) days of when it is due. The cancellation takes effect from the date the premium You have paid Us ceases to cover the insurance under this Policy.

12 General Conditions

Commencement and Period of Your Policy

Your Policy begins on the Commencement Date or on the latest Renewal Date, whichever is the later, and continues for one (1) calendar year (being the Period of Insurance) after which time it expires, or until it is cancelled.

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your premium, then unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will not be renewing, a policy on the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy.

If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

Significant tax implications

Generally, Your premiums are not tax deductible and claims payments are not assessable Income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

Australian law

You must be an Australian resident to be covered by this Policy unless specifically agreed otherwise by Us. You must notify Us if You are no longer an Australian resident during the Period of Insurance.

Your Policy is governed by the laws of the State or Territory of Australia in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory of Australia in which You normally reside.

Australian currency

All payments by You to Us and Us to You or someone else under Your Policy must be in Australian currency.

13 Claims

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

Procedure for making a claim

If You or Your legal representative wishes to make a claim You or they must:

- (a) complete a claim form (which is available from Us by calling 1800 810 624) and attach to the claim form:
 - i. receipts for any expenses that are being claimed;
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - iii. any other documentary evidence required by Us under Your Policy.
- (b) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;

- (c) give Us at Your, or Your legal representative's, expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
- (d) not make any offer, promise of payment or admit any liability without Our written consent; and
- (e) help Us to make any recoveries. We have the right to sue any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

We may also have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

Processing and payment of claims

We will take all reasonable steps to pay a valid claim promptly.

If We pay a Funeral Benefit, We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

Making claims after Your Policy is cancelled

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event occurred before the date of cancellation.

14 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
Tel: 1800 815 675
Email: 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
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: 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
Tel: 1800 367 287
Fax: +61 3 9613 6399
Email: info@fos.org.au
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.

15 Privacy Statement

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.

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.

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, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

16 Financial Claims Scheme And Compensation Arrangements

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.

17 Updating Our PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us or accessed on Our website at www.chubb.com/au.

We will issue You with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

18 Definitions

Please use this Definitions section to find the meaning of these words throughout this booklet.

Accidental Injury means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs as a result of an accident occurring during Your Period of Insurance; and
- (c) results within twelve (12) months of the accident; and
- (d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

Accidental Loss of Life means death occurring as a result of an Accidental Injury and includes Disappearance.

Commencement Date means the date We agree to provide insurance under the Policy as shown on Your Policy Schedule.

Common Carrier means an aircraft, vehicle, train, taxi, waterborne vessel or other form of public transportation that is licensed to carry fare-paying passengers as a regular passenger service operating over established routes at scheduled departure and arrival times.

Confined to Bed means, as a result of an Accidental Injury, You being confined to a bed under the instructions of a Doctor, other than as a patient in a hospital or where the confinement to bed involves the provision of hospital treatment or health or medical services, as covered by the Private Health Insurance Act 2007 (Cth) or the Health Insurance Act 1973 (Cth) or any succeeding legislation to those Acts.

Disappearance means if Your body has not been found within twelve (12) months from the date of the sinking, wrecking, or disappearance of a conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

Doctor means a legally registered medical practitioner who is not You or Your relative.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Income means Your weekly pre-tax and pre-personal deductions revenue averaged during the period of twelve (12) months immediately preceding the date of Your Accidental Injury, or over such shorter period as You have been employed in Your usual work in Australia.

Limb means the entire limb between the shoulder and the wrist and includes the whole Hand, or between the hip and the ankle and includes the whole Foot.

Maximum Age means Your age up to and including ninety-five (95) years.

Period of Insurance means one (1) calendar year from the Commencement Date or the latest Renewal Date whichever the later.

Permanent Loss means:

- (a) physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement; or
- (b) irrecoverable loss of all sight in one or both eyes; or
- (c) entire and irrecoverable loss of hearing; or
- (d) entire and irrecoverable loss of the ability to speak, which in each case is caused by an Accidental Injury.

Policy means Your Policy Wording and Product Disclosure Statement (PDS), Policy Schedule and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

Policy Schedule means the document We send You which contains details of the cover provided to You by Us.

Policy Wording means this document.

Pre-Existing Medical Condition means:

- (a) any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Commencement Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Commencement Date.

Where an Upgrade is the addition of a Spouse/Partner, all references in this definition to Commencement Date should be read as being Upgrade Effective Date in relation to the Spouse/Partner.

Product Disclosure Statement (PDS) means this document.

Renewal Date means one (1) year from the Commencement Date and subsequent anniversaries of that date.

Spouse/Partner means the person named as Spouse/Partner on the Policy Schedule and who must be Your husband or wife, de-facto or life partner (including a same sex partner) with whom You have continuously cohabited for a period of three (3) months or more.

Upgrade means an increase in a level of benefit or the addition of another insured person, or both.

Upgrade Effective Date means the date We agree to provide an Upgrade of Your Policy and which is shown on Your Policy Schedule recording that Upgrade.

We/Us/Our means the insurer Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).

You/Your means the person who is named as the insured on the Policy Schedule. You/Your includes any Spouse/Partner.

Chubb Insurance Australia Limited

ABN: 23 001 642 020 AFSL: 239687

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