Lease Protection Gold Policy

Product Disclosure Statement and Policy Wording

Version 4.1

Effective Date: 11th May 2016





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Insurer

The Policy is underwritten by Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687 (Chubb also referred to as Us. We).

Please read the Product Disclosure Statement and the Policy Wording carefully and do not hesitate to contact Chubb should You wish to comment on any aspect of Our service to You.

Product Disclosure Statement (PDS)

What is the Product Disclosure Statement?

The Product Disclosure Statement (PDS) provides general information only required under the Corporations Act 2001 (Cth), and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which You should read carefully before deciding to take out any insurance cover.

The meaning of certain words

Throughout the Policy, certain words begin with capital letters. These words have special meaning and are included in the Definitions section located in the Policy. Please refer to the Definitions section for their meaning.

Policy Terms and Conditions

The information contained in the PDS is general information only and does not form part of Your contract with Us. Any documents will be dated and include a statement identifying them as part of the PDS. 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.

The PDS and the Policy are important documents, so 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 Your authorised financial services provider know immediately if any alterations are needed or if You change Your address or payment details.

Certain types of cover under the Policy require You to provide documentary evidence to Us where a claim is made.

You should keep those documents in a safe place in case We need them to settle a claim.

Should You require any further information about this or any other product, please contact Your authorised financial services provider.

Important Information about Lease Protection Gold

You are not obliged to purchase Lease Protection Gold insurance and similar cover may be arranged through a different insurer.

This PDS has been prepared to assist You in understanding Lease Protection Gold insurance and to help You make an informed choice about it. You must decide what cover You need, so please read the PDS, the Policy Wording and Policy Schedule and any other documents that We tell You form part of Your Policy carefully so that You are aware of the risks, limits of cover and other significant features of the insurance.

In return for You paying Us the premium We agree to insure You for the events described in and subject to the terms, conditions and exclusions of Your Policy.

Eligibility Criteria

Certain eligibility criteria apply. For example, at the Commencement Date, You must be:

- At least eighteen (18) years of age and not over sixty five (65) years of age; and
- An Australian Resident; and
- In Permanent Full-time Employment.

The Involuntary Unemployment Benefit is subject to a thirty (30) day Waiting Period.

Summary of Benefits

Subject to all the terms, conditions and exclusions contained in the policy:

- If You suffer an Accidental Death during the Period of Insurance, We will pay Your Lease Pay Out, subject to the benefit limit of one hundred thousand dollars (\$100,000). Any lease payout will also be subject to a maximum arrears payout of two (2) months.
- If You should become Involuntarily Unemployed, after a 30 day Waiting Period, we will pay to Your Vehicle Financier Your Monthly Lease And Running Costs up to a maximum of six (6) months, subject to You satisfying all policy conditions.
- Once We have paid the third (3rd) Monthly Lease And Running Costs payout to Your Vehicle Financier, You may be eligible for the Vehicle Hand-Back benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price and any arrears of Monthly Lease And Running Costs.
- The Involuntary Unemployment Benefit and the Vehicle Hand-Back Benefit are subject to a combined maximum limit of twenty-five thousand dollars (\$25,000) and a Waiting Period.



- Where You accept an overseas posting with Your current employer of twelve (12) months or more in duration, You may be eligible for the Expatriation Hand-Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- Where You resign in order to provide full time care to an immediate family member, You may be eligible for the Carer Hand- Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- In the event of Your Accidental Death, We will pay a Funeral benefit up to a maximum of five thousand dollars (\$5,000).

Your Policy insures You twenty-four (24) hours a day anywhere in the world.

Premium

All cover is subject to the payment of premium and in order to calculate Your premium, we take various factors into consideration, including:

- the value of Your Lease Agreement; and
- the term of Your Lease Agreement.

Your premium includes any amounts payable in respect of compulsory government charges (including stamp duty and GST). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

Updating Our PDS

We may need to update the information contained in Our PDS from time to time (where allowed to or required by law).

We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You are welcome to get a paper copy free of charge by calling Us).

Duty of Disclosure

Your Duty of Disclosure

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

You have this duty until we agree to insure you.

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

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer: or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

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.

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.

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.

Cooling Off Period

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance during this period. We will refund in full any premium You have paid.

To exercise this right You must notify Coverforce or their Authorised Representative in writing or electronically within 21 days from the date Your Policy takes effect.

Cancelling Your Policy

Your Policy may be cancelled by You (if Your Policy permits) at any time by giving us notice in writing. We may cancel Your Policy in accordance with section 12 of the Policy. Should We or You cancel Your Policy We may retain a pro rata proportion of the premium for the time the Policy has been in force.

Your Policy may be cancelled in one of the following ways:

When You may cancel

You can cancel Your Policy at any time by giving written notice to Coverforce or its Authorised Representative. Such cancellation will be effective from the date Your notice is received by Coverforce or its Authorised Representative, or such later date as specified by You, provided no claim has or can be made under this Policy.

We will refund the premium for the unexpired period of insurance subject to Us retaining a minimum premium of thirty (\$30) dollars.

When We may cancel or avoid the Policy

We may cancel Your Policy in accordance with the Insurance Contracts Act 1984 by giving You written notice if You:

- a. fail to comply with Your duty of utmost good faith;
- b. fail to comply with Your Duty of Disclosure;
- fail to comply with a provision of Your Policy, including a provision with respect to payment of premium;
- make a fraudulent claim under Your Policy or any other policy of insurance;

We will refund the premium for the unexpired period of insurance subject to Us retaining a minimum premium of thirty





(\$30) dollars.



How to Make a Claim

You should contact Coverforce as soon as possible once you become aware of an Event(s) which could lead to a claim.

Coverforce's contact details are:

Address: Level 2.

476 St.Kilda Road

Melbourne, VIC, 3004

Phone: (03) 9864 4444 Fax: (03) 9867 5110

If You wish to make a claim You must:

- a. complete a claim form (claim forms are available from Coverforce and their Authorised Representatives); and
- b. attach to the claim form:
 - i. written notice containing full particulars of any circumstances in respect of which a claim is being made; and
 - 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.
- c. 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; and
- d. give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may also arrange an autopsy at Our expense, if We reasonably require one.

Processing and payment of claims

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

We shall pay all benefits under this Policy to Your Financier, to be applied to Your lease account.

The receipt of such benefits by the Financier will be a discharge to Us with respect to all claims under Your Policy.

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.

Please contact Coverforce as detailed above under 'How to Make a Claim'

Complaint 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

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

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 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) or the National Insurance Brokers Association of Australia (NIBA) 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.

Additional Information

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice ('the Code').

Visit <u>www.codeofpractice.com.au</u> for more information about the Code.

About the Insurer

The Policy is issued by Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687

Chubb's contact details:

Our Offices:

Sydney:

Grosvenor Place Level 38, 225 George Street Sydney NSW 2000 DX 10146 SSE NSW O +61 2 9335 3200

Melbourne:

Level 12, 720 Bourke Street Melbourne VIC 3000 DX 149 Melbourne VIC O +61 3 9242 5111

Perth:

Level 18, 44 St Georges Terrace Perth WA 6000 DX 106 Perth WA O +61 8 9325 2399

Brisbane:

Waterfront Place Level 30, 1 Eagle Street Brisbane QLD 4000 O +61 7 3221 1699

Our Website www.chubb.com/au



About the Promoter

The promoter of this product is Coverforce Insurance Broking Victoria Pty Limited ABN 45 127 707 813, AFSL No. 345986 (Coverforce).

Coverforce's contact details are:

Address: Level 2, 476 St Kilda Road

Melbourne, VIC, 3004

Phone: (03) 9864 4444

This PDS is dated: 11th May 2016



Policy Wording

What You are covered for

Summary of Benefit Limits

A description of the Benefit and Benefit Limits are described in the table below.

The full details of the cover are set out under the table and are subject to all of the terms, conditions, exclusions and provisions of Your Policy.

Benefit Table	Benefit Description and Benefit Limits
1.1 Accidental Death Benefit	Up to the Maximum Accidental Death Benefit of \$100,000.
1.2 Involuntary Unemployme nt Benefit	If You become Involuntarily Unemployed We will pay to Your financier Your monthly Lease and Running Costs up to a maximum of six (6) months. The Involuntary Unemployment Benefit is subject to a combined maximum benefit limit of \$25,000 with the Vehicle Hand-Back Benefit. This benefit is subject to a thirty (30) day Waiting Period.
1.3 Vehicle Hand-Back Benefit	If you remain Involuntarily Unemployed after We have made three (3) Monthly Lease and Running Costs payments, You are eligible to make a claim under this benefit during the period of insurance: a. after We have paid You the third (3rd) monthly Involuntary Unemployment Benefit; and b. prior to the sixth (6th) Involuntary Unemployment Benefit being approved by Us. The Vehicle Hand-Back Benefit is subject to a combined maximum benefit limit of \$25,000 with the Involuntary Unemployment Benefit.
1.4 Expatriation Hand-Back Gap Benefit	Up to a Maximum Benefit Limit of \$5,000. This benefit does not apply if You receive an offer of an overseas posting, accept such on offer, or terminate Your Lease Agreement and return the Vehicle to Your Financier, during the first ninety (90) days from the Commencement Date of Your Policy.

Benefit	Benefit Description and Benefit
Table	Limits
1.5 Carer Hand-Back Gap Benefit	Up to a Maximum Benefit Limit of \$5,000. This benefit does not apply if Your resignation is due to pregnancy or child birth (including any associated conditions).
1.6 Funeral	Up to a Maximum Benefit Limit of
Benefit	\$5,000

1. The Benefits And Conditions

1.1 Accidental Death Benefit

In the event of Your Accidental Death during the Period of Insurance, We will pay Your Lease Pay Out, subject to the Benefit limits set out in the Schedule of Benefits. In addition, We will pay any Monthly Lease and Running Costs in arrears, subject to a maximum arrears payout of two (2) months.

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

1.2. Involuntary Unemployment Benefit

If You should become Involuntarily Unemployed during the Period of Insurance, for each continuous month that You remain Involuntarily Unemployed after a thirty (30) day Waiting Period and provided You satisfy all Policy conditions, We will pay to Your Vehicle Financier, Your Monthly Lease and Running Costs for each month or part thereof up to a maximum of six (6) months, subject to the limits stated in the Schedule of Benefits.

A Waiting Period applies to the Involuntary Unemployment Benefit whereby You are responsible for the first (1st) Monthly Lease And Running Costs payment after the date of Your Involuntary Unemployment.

1.3. Vehicle Hand-Back Benefit

If You remain Involuntarily Unemployed after We have made three (3) Monthly Lease and Running Costs payments, You are eligible to make a claim under this benefit during the Period of Insurance:

- a. after We have paid You the third (3rd) monthly Involuntary Unemployment benefit; and
- prior to the sixth (6th) Involuntary Unemployment benefit being approved by Us.

To claim this benefit, You are required to terminate Your Lease Agreement and return the Vehicle to Your Financier. Subject to the limits stated in the Schedule of Benefits, We will pay Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less Monthly Lease And Running Costs in arrears, less the Net Sale Price, providing



You are still Involuntarily Unemployed at the date You terminate Your Lease Agreement and return the Vehicle.

In the event that Your Vehicle is deemed a Total Loss by Your comprehensive motor vehicle insurer, and Your claim is paid in full during Your period of Involuntary Unemployment and You have not effected a Motor Finance Gap Protection Policy, We will pay Your Financier the Lease Pay Out less Monthly Lease And Running Costs in arrears less the amount paid by the Vehicle's insurer. We will not pay more than Your loss.

If You do not terminate the Lease Agreement, the Vehicle Hand-Back Benefit will not be payable and You will be liable for all obligations arising under Your Lease Agreement.

1.4. Expatriate Hand-Back Gap Benefit

If, during the Period of Insurance, Your current employer offers You an overseas posting for a period of twelve (12) months or more, and You accept such an offer and terminate Your Lease Agreement and return the Vehicle to Your Financier, We will pay to Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less the Net Sale Price, up to the maximum Benefit Limit. We will not pay more than Your loss.

This benefit does not apply if You receive an offer of an overseas posting, accept such an offer, or terminate Your Lease Agreement and return the Vehicle to Your Financier, during the first ninety (90) days from the Commencement date of Your Policy.

1.5. Carer Hand-Back Gap Benefit

If, during the Period of Insurance, You resign Your position with Your current employer in order to take up the full time care of an immediate family member on Doctor's advice, and You terminate Your Lease Agreement and return the Vehicle to Your Financier, We will pay to Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less the Net Sales Price, up to the maximum Benefit Limit. We will not pay more than Your loss.

This benefit does not apply if Your resignation is due to pregnancy or childbirth (including any associated conditions).

1.6. Funeral Benefit

In the event of Your Accidental Death during the Period of Insurance, We will pay the cost of Your funeral or burial or cremation, and the cost of returning Your body or ashes to the State or Territory in which You were residing as at the date of Your Accidental Death, up to the Maximum Benefit Limit as set out in the Schedule of Benefits.

1.7. What You Are Not Covered For

Involuntary Unemployment Benefits and Vehicle Hand-Back Benefits will not be paid if:

a. At the date of the commencement of Your Involuntary Unemployment:

- You have not been in Permanent Full-time Employment for a continuous period of twelve (12) months; or
- 2. You are not residing in Australia.
- b. Your Involuntary Unemployment is as a result of:
 - Termination of employment during or at completion of an initial probation period;
 - 2. Your retirement;
 - You voluntarily resigning or accepting voluntary redundancy or You abandoning Your employment;
 - Termination due to misconduct or breach of Your employment agreement;
 - Constructive termination due to disciplinary action by Your employer, demotion or transfer to another position;
 - Termination due to any ailment or injury arising directly or indirectly, from or related to alcoholism, drug addiction, or the influence of alcohol or non-prescribed drugs;
 - 7. Termination due to a Pre Existing illness or injury;
 - 8. Directly or indirectly due to pregnancy or childbirth; or
 - The temporary, seasonal or casual nature of Your work OR the completion of a project or specified work for which you were employed OR the completion of a contract for a specified period.
- You were unemployed or advised that Your employment would be terminated at or immediately prior to the Commencement Date or at any time during the first thirty (30) days after the Commencement Date;
- You are employed in excess of twenty (20) hours per week;
- e. You are no longer registered as being unemployed with Centrelink or equivalent government authority or actively seeking employment via a recognised recruitment or personnel agency; or
- f. The Vehicle is not covered under a comprehensive motor vehicle insurance policy at all times during the Period of Insurance.



2. What You Are Not Covered For – General Exclusions

2.1 General Exclusions applicable to all Sections

Your Policy will not apply to any Event caused by, arising directly or indirectly out of or in any way connected with:

- Your intentional self-inflicted injury, self-harm, suicide or attempted suicide;
- b. A criminal or illegal act committed by You;
- 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;
- d. You being under the influence of intoxicating alcohol, 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:
- e. You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport;
- You engaging in any motor sports as a rider, driver and/or a passenger;
- g. Any consequences of war (whether declared or not), invasion or civil war, or You taking part in a riot or civil commotion; or
- h. We will not pay any amounts under this Policy which We are prohibited from paying at law.

3. How To Make A Claim

3.1 Notice of Claim

Any Event which may give rise to a claim under this Policy should be reported to Coverforce in writing within thirty (30) days of the Event.

3.2 Proof of Loss

If You wish to make a claim You must:

- a. complete a claim form (available from Coverforce and their Authorised Representatives); and
- b. attach to the claim form:
 - written notice containing full particulars of any circumstances in respect of which a claim is being made; and
 - 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.
- c. 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; and

 d. give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may arrange an autopsy at Our expense, if We reasonably require one.

3.3 Processing and payment of claims

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

We shall pay all benefits under this Policy to Your Financier, to be applied to Your Lease Agreement. The receipt of such benefits by Your Financier will be a full discharge to Us with respect to all claims under Your Policy.

3.4 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.

4. General Conditions Applicable To All Sections

To the extent permitted by law, We may refuse to pay a claim or reduce the amount that We pay for a claim if You do not comply with the conditions of Your Policy.

4.1 Premium

All cover is subject to the payment of premium. If You fail to pay Your premium on time and Your premium remains unpaid, We may refuse to pay a claim arising after payment was due.

4.2 When Your Policy ends

Your Policy starts from the Commencement Date and will end automatically:

- On the date the Lease Agreement is terminated, discharged or refinanced; or
- b. If any restructuring of the Lease Agreement affects the Lease Pay Out and/or duration of the lease; or
- c. When the Accidental Death Benefit is paid on Your behalf; or
- d. When the combined Involuntary Unemployment and Vehicle Hand-Back Benefits are exhausted; or
- e. On expiry of the Period of Insurance; or
- f. On the date Your indebtedness under Your Lease Agreement is transferred to someone else; or
- g. On the date that You are no longer an Australian Resident; or
- h. When the Policy is cancelled.



4.3 Australian Law

Your Policy is governed by the laws of the State or Territory 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 in which You normally reside.

4.4 Australian Currency

All payments by You to Us or Us to You must be in Australian currency.

4.5 Other Insurance

You must inform Us of any other insurance which may also provide an indemnity to You in the circumstances of any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other policy.

4.6 Limits of Liability and Deductibles and Excess

This Policy is subject to the Limits of Liability and Deductible and Excess Amounts stated in the Schedule of Benefits.

4.7 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 You. You must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

4.8 Sanctions

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us, Our parent company or Our ultimate controlling entity from providing insurance under this Policy.

5. Dispute Resolution

5.1 Commitment to Service

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. 5.2 Who should You talk to?

Our web site can be visited at www.chubb.com/au or You can contact Us on:

Phone: (02) 9335 3200 Fax: (02) 9335 3411

6. Updating Your Customer Details

If You have changed Your address or require any other personal details to be altered, please advise Coverforce or its Authorised Representative.

7. Definitions

Please use this glossary to find the meaning of these words throughout this Policy.

Accident and Accidental means a sudden, violent, external, visible, unusual and specific event which occurs fortuitously and is unforseen or unintended by You and which occurs at an identifiable time and place.

Accidental Death means death solely and directly caused by an Accident.

Australian Resident means a person who resides in Australia and has permission to remain permanently in Australia either because they are:

- a. An Australian citizen; or
- b. The holder of a visa that enables them to permanently reside in Australia; or
- c. A protected special category visa holder.

Commencement Date means 4.00 pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

Disappearance means that if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Death.

Doctor means a legally registered medical practitioner who is not You, Your relative, Your business partner, Your employee or Your employer.

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy.

Financier means the company providing finance for the purchase of Your Vehicle.

Involuntarily Unemployed means You are unemployed as a result of the termination of Your employment where You:

- a. Have been retrenched or made redundant at the instigation of Your employer; and
- b. Have registered as being unemployed with Centrelink or equivalent government authority; or a recognised recruitment or personnel agency; or can provide other satisfactory evidence of unemployment; and
- c. Are in receipt of unemployment benefits unless You are not eligible to receive unemployment benefits because of the level of income earned by You and/or Your spouse or the level of Your assets; and
- d. Are actively seeking work; and



e. Work as an employee for less than twenty (20) hours per week.

Lease Agreement means the initial finance agreement entered into between the Financier and You.

Lease Pay Out means the pay out amount required as the full and final settlement of the Lease Agreement.

Monthly Lease and Running Costs means the monthly amount payable by You, under Your Lease Agreement.

Net Sale Price means the value You or Your Financier achieve on sale or disposal of the Vehicle to a licensed motor car trader.

Period of Insurance means the period of time during which Your Policy is in effect commencing on the Commencement Date shown on the Policy Schedule and ending on the date Your Policy ends.

Permanent Full-time Employment means working as an employee for at least twenty (20) hours per week in continual, permanent and gainful employment for salary or wages for a continuous period of at least twelve (12) consecutive months immediately prior to and including the date of commencement of Your Involuntary Unemployment, where such employment is not temporary, seasonal, casual or under a contract based upon a specified period or completion of specified work.

Policy means this document, Your Policy Schedule and any other documents We issue to You which are expressed to form part of the policy terms, which set out the cover We provide for the Period of Insurance and which describe the insurance contract between You and Us. For the sake of clarity, it does not include any prior policy that has been renewed or any future policy that may be renewed.

Policy Schedule means the certificate of currency which We send to You containing Your specific insurance details.

Pre Existing means an illness or injury for which You received medical attention in the thirty (30) days prior to the Commencement Date of Your Policy.

Running Costs means the regular day to day expenses incurred in the use of Your Vehicle including but not necessarily limited to fuel and scheduled maintenance. Running Costs do not include Vehicle registration, insurance premiums or excesses, non-scheduled maintenance, wear and tear or accidental damage.

Self-employed means You have power or control over a business or enterprise because You own it, or You are a partner in the partnership that owns it, for a continuous period of at least twelve (12) months immediately prior to and including the Commencement Date of the Policy, or You are not working as an employee of another.

Vehicle means the registered motor vehicle as described on Your Lease Agreement.

Waiting Period means the period of time for and in respect of which no benefits for Involuntary Unemployment are payable, commencing on the last day that You were employed (i.e. the day before You were Involuntarily Unemployed). Where the Waiting Period

applies, We will not pay any claim unless You are Involuntarily Unemployed for a continuous period that is longer than the Waiting Period.

We/Us/Our/Chubb means Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687**You/Your** means the person named as the lessee in the Lease Agreement, as the approved credit applicant and named as the insured on the Policy Schedule or Certificate of Insurance and who is:

- a. at least eighteen (18) years of age and not over sixty-five (65) years of age at the Commencement Date; and
- an Australian Resident on the Commencement Date;
 and
- c. in Permanent Full-time Employment at the date of commencement of Your Involuntary Unemployment.