Chubb Rebound Lifestyle Protection Policy Wording and Product Disclosure Statement (PDS)

CHUBB

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Chubb Rebound Lifestyle Protection Insurance Policy Wording and Product Disclosure Statement (PDS)

Policy Wording

General Advice Warning

Any advice contained in this document is of a general nature only and does not take account of Your financial position, objectives or any other details or factors specific to Your personal situation. You should read this document carefully to decide if the limits, type and level of coverage meet Your needs and requirements.

The person arranging this insurance does not act as Your agent; they arrange the insurance on behalf of the insurer. You should seek Your own independent advice before You make a decision to purchase.

In any event, should You require further information on the insurance offered, please call COVERFORCE on (03) 9864 4444.

Preparation Date

This document was prepared on 1st November 2016.

1. Important Information About This Document

This document is a Product Disclosure Statement which contains important information required under the Corporations Act 2001 (Cth) (the Act). Other documents may also comprise Our Policy and if they do, We will tell You in the relevant document. This document is also Our insurance Policy Wording that describes the insurance contract between You and Us.

This document has been prepared to assist You in understanding Rebound Lifestyle Protection Insurance and to help You make an informed choice about it. You must decide what cover You need, so please read this document, the 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 this insurance. You are not obliged to take out Rebound Lifestyle Protection Insurance and purchasing this insurance cannot be made a condition of any loan or mortgage agreement.

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In return for You paying Us the premium as set out in Section 8 of this document, We insure You for the Period of Insurance, for the events described in and 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. If any alterations are needed or if You change Your address or payment details please contact Coverforce Insurance Broking Victoria Pty Limited immediately. Their office and contact details are shown in the section below.

Certain types of cover under this insurance require You to provide receipts and other 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. Your Policy insures You twenty-four (24) hours a day anywhere in the world.

You can contact Us using the details on next page.

2. About The Insurer And The Issuer

Chubb Insurance Australia Limited ABN: 23 001 642 020 AFS Licence Number: 239687 Head Office: Grosvenor Place Level 38, 225 George Street, Sydney NSW 2000 Postal address: GPO Box 4907, Sydney NSW 2001 O 1800 815 675 E CustomerService.AUNZ@chubb.com

Coverforce Insurance Broking Victoria Pty Limited (ABN 45 127 707 813, AFSL No 45976) (COVERFORCE) is the issuer, promoter and administrator of this product. COVERFORCE's contact details are:

Head Office: Level 2, 476 St Kilda Road, Melbourne Vic 3004 Postal address: Level 2, 476 St Kilda Road Melbourne Vic 3004 O+039864 4444

COVERFORCE is an Australian insurance underwriting agency that is licensed to give general financial product advice in relation to general insurance products. COVERFORCE is also licensed to carry on a financial services business to deal in a financial product by: issuing, applying for, acquiring, varying or disposing of a financial product in respect of general insurance products and life risk products. COVERFORCE has entered into an agreement with the insurer (Chubb) and has a binding authority from Chubb to arrange insurance policies on behalf of Chubb and not on Your behalf. If You need any information about this insurance in the first instance please contact COVERFORCE.

In this document, unless otherwise stated, references to 'We', 'Us', or 'Our' are references to both Chubb as the insurer and Coverforce Insurance Broking Victoria Pty Limited as the issuer, promoter and administrator.

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 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.

4. The Meaning Of Certain Words

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 document. Please refer to the Definitions section for their meaning.

5. Eligibility

Your eligibility for this insurance is subject to the following conditions:

- i. You are at least eighteen (18) years of age and under sixty-four (64) years of age at the time You enter into this insurance contract; and
- ii. You are a permanent resident of Australia; and
- iii. You have entered into a loan or mortgage agreement as borrower or mortgagor within the six (6) month period prior to the Policy Commencement Date.

6. How To Apply

Please ensure that You have carefully read the Financial Services Guide (FSG), Product Disclosure Statement and Policy Wording prior to completing the application form.

7. What You Are Covered For

There are three levels of cover available under the Policy: Platinum, Gold, and Silver. You will be covered during the Period of Insurance for the benefits applicable to the level of cover selected by You in the Rebound Lifestyle Protection Insurance Application Form and evidenced in Your Policy Schedule. The benefits and the benefit amounts payable for each level of cover are set out below.

Accidental Injury

If, during the Period of Insurance, You suffer an Accidental Injury which occurs solely, directly and independently of any other condition, resulting in any of the conditions 1-11 listed below, and the event occurs within twelve (12) months of the Accidental Injury, We will pay You the benefit amount applicable to Your level of cover (as evidenced in Your Policy Schedule) specified for the relevant event, subject to the terms, conditions and exclusions of this Policy.

Accidental Injury benefits shall not be payable for more than one condition arising from the same Accidental Injury. In such case, the highest benefit amount applicable to the conditions suffered will be payable.

Accidental Injury benefit amounts are set out below:

Con	litions	Platinum, Gold, Silver
1.	Permanent Quadriplegia	\$100,000
2.	Permanent Paraplegia	\$100,000
3.	Permanent total loss of entire sight of both eyes	\$100,000
4.	Permanent total loss of use of two limbs	\$100,000
5.	Permanent total loss of use of one limb and one eye	\$100,000
6.	Permanent total loss of one limb	\$80,000
7.	Permanent total loss of one eye	\$80,000
8.	Permanent total loss of hearing in a) both ears b) one ear	a) \$60,000 b) \$15,000
9.	Permanent total loss of four fingers and thumb on either hand	\$65,000
10.	Permanent total loss of the lens of one eye	\$40,000
11.	Third degree burns (with or without resultant disfigurement) which cover more than 40% of the entire external body.	\$50,000

Involuntary Unemployment

In order to be eligible for cover under the Involuntary Unemployment benefit, You must be in Permanent Employment for at least six (6) consecutive months prior to the date of your Involuntary Unemployment.

If, sixty (60) days after the Policy Commencement Date and during the Period of Insurance, You become Involuntarily Unemployed or You receive notice that you will be made Involuntarily Unemployed, after a thirty (30) day Waiting Period We will pay You the monthly benefit amount applicable to Your level of cover (as evidenced on Your Policy Schedule), up to a maximum of three (3) monthly payments, whilst You remain Involuntarily Unemployed. If You return to Permanent Employment for a continuous period of at least three (3) months, You will be eligible for further benefits under the Involuntary Unemployment cover if You are again made Involuntarily Unemployed during the Period of Insurance. The thirty (30) day Waiting Period will apply.

The maximum number of monthly benefits payable under the Involuntary Unemployment cover for Your Policy is six (6) monthly payments.

The monthly benefit amounts applicable to each level of cover under the Policy are set out below:

Platinum	Gold	Silver
\$4,000	\$3,000	\$3,000

The Involuntary Unemployment benefit will not be paid in the following circumstances:

- (a) Your termination from Permanent Employment arises from Your wilful misconduct, breach of Your employment contract, disciplinary action taken against You by Your employer, or Your demotion or transfer (or proposed demotion or transfer) to another position; or
- (b) You resign, accept voluntary redundancy, retire or abandon Your Permanent Employment; or
- (c) Your employment is for a specified period of work in relation to which You become unemployed at the expiration of the period or on completion of the work; or
- (d) You are employed in a business owned by You or Your family; or
- (e) As at the date of Your Involuntary Unemployment You have not been engaged in Permanent Employment for at least twenty (20) hours per week for a continuous period of at least six (6) months; or
- (f) In respect of the thirty (30) day Waiting Period commencing on the date You become Involuntarily Unemployed; or
- (g) You are not in Permanent Employment at the Policy Commencement Date or You are advised immediately prior to the Policy Commencement Date or at any time during the first sixty (60) days after the Policy Commencement Date that Your Permanent Employment will be terminated; or
- (h) You regain employment and are no longer Involuntarily Unemployed.

Trauma – applicable to Platinum and Gold Benefit Levels only

If You suffer one of the Trauma Conditions listed as 1-6 below, which first occurs or manifests itself during the Period of Insurance (and after the Cancer No Claim Period in respect of Trauma Condition 1, Cancer), and you have access to the Platinum or Gold levels of cover (as evidenced by Your Policy Schedule) We will pay You the benefit amount of \$50,000 subject to the terms, conditions and exclusions of the Policy.

The Trauma benefit does not apply to the Silver level of cover.

After payment is made for any one Trauma Condition, no further cover is available to You under the Trauma cover of

Your Policy if you suffer another Trauma Condition.

Trauma Conditions are as follows:

- 1. **Cancer** means a malignant tumour characterised by uncontrolled growth and the spread of malignant cells. This includes Leukaemia, Hodgkin's Disease, Non Hodgkin's Lymphoma and invasive Melanoma which exceeds 0.75 mm in depth. It does not include:
 - (a) Melanoma that is not invasive and has not exceeded 0.75 mm in depth;
 - (b) any other skin cancer;
 - (c) Carcinoma in situ (Carcinoma in situ is a malignant tumour arising from surface epithelial cells which are restricted to the epithelium, and have not penetrated the basement membrane);

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(d) Kaposi's Sarcoma;

(e) AIDS related cancers.

The Trauma benefit will not be paid in relation to a cancer condition if:

- (a) You suffered from Cancer in the three (3) years immediately before the Commencement Date of Your Policy; or
- (b) You suffer from Cancer or the Cancer manifests itself during the 90 day Cancer No Claim Period; or
- (c) the condition was caused directly or indirectly by a Sickness or Accidental Injury for which You should have received relevant medical treatment or advice from a Doctor in the twelve (12) months prior to the Commencement Date of Your Policy; or
- (d) You live for a period of less than thirty (30) days after You first suffer from a Trauma Condition or the Trauma Condition first manifests itself.
- 2. **Cerebrovascular Accident (stroke)** means any cerebrovascular incident diagnosed as an infarction of brain tissue, by thrombosis, haemorrhage or embolisation from an extracranial source producing neurological sequelae. Evidence of permanent neurological deficit must be produced and certified by a consultant neurologist.

The following are excluded from cover under the Trauma benefit:

- i. transient ischeamic attacks;
- ii. migraines, headaches and reversible neurological deficits;
- iii. Cerebrovascular disorder of the eye or optic nerve.
- 3. **Chronic Renal Failure** means end stage renal failure presenting as chronic irreversible failure of both kidneys to function.
- 4. **Major Head Trauma** means neurological deficit resulting from trauma, causing at least 25% impairment of whole person function lasting more than four weeks from the date of the trauma, and likely to persist, as certified by a consultant neurologist or neurosurgeon.
- 5. **Motor Neurone Disease** means amyotrophic lateral sclerosis with significant persistent neurological deficit resulting in at least 25% whole person permanent impairment of whole person function as certified by a consultant neurologist.
- 6. **Myocardial Infarction (Heart Attack)** means death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The condition shall include:
 - (a) new and permanent electrocardiograph (ECG) changes associated with Myocardial Infarction; and
 - (b) elevation to at least twice the upper normal level of cardiac enzymes consistent with a Myocardial Infarction.

If ECG or enzyme evidence of infarction is unavailable or inconclusive, then we will consider any other evidence provided in support of condition.

The following are excluded from cover under the Trauma benefit:

- i. chest pain which does not meet the definition of Myocardial Infarction (Heart Attack) above;
- ii. chest pain not related to a heart condition

8. Cost Of The Insurance

The premium payable is subject to the Period of Insurance and the level of cover selected by You in Your application form (as evidenced on Your Policy Schedule).

The amount that You will pay depends on the level of cover You choose from the four (4) options available, together with the Period of Insurance you select, whether two (2) years, three (3) years or five (5) years. For example, You will pay more if You select Platinum cover than if You select Silver cover, and You will pay more if You select a five (5) year Period of Insurance than if you select a two (2) year Period of Insurance. The amount of premium payable by You will be calculated and provided to You as part of Your application.

Your total premium will be charged inclusive of government charges and taxes such as GST. Before We can give You any insurance cover, the premium must be paid by You prior to Your Policy Commencement Date.

9. What You Are Not Covered For – General Exclusions

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

- 1. Any Pre Existing Condition;
- 2. Any ailment or injury arising directly or indirectly from or related to alcoholism, drug addiction, or the influence of liquor or non prescribed drugs;
- 3. Any ailment or injury arising directly or indirectly from or related to a deliberate self inflicted injury or illness;
- 4. Any ailment arising directly or indirectly from or related to Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS);
- 5. Any ailment or injury arising directly or indirectly from taking part in a criminal activity;
- 6. Intentional self inflicted injury, self harm suicide or attempted suicide;
- 7. Any ailment or injury arising directly or indirectly from or related to any aerial activity except as a passenger in a fixed wing, motored aircraft owned and operated by a licensed airline or charter company;
- 8. Any ailment or injury arising directly or indirectly from or related to war or warlike activities, riot or civil commotion, strike, lockout or civil war;
- 9. Any ailment or injury arising directly or indirectly from or related to the use, existence or escape of nuclear material or waste, or ionising radiation;
- 10. Your participation in professional sport, parachuting, mountaineering, martial arts of any kind, racing of any kind other than foot or any other hazardous pursuits;
- 11. Asbestos;
- 12. Elective, nonessential or cosmetic surgery;
- 13. Any condition attributed with pregnancy, childbirth, miscarriage or associated complications of these;
- 14. Death, sickness, injury, illness, disease, loss, damage, cost of expense of whatsoever nature directly or indirectly caused by, resulting from or in any way connected with any Act of Terrorism regardless of any other sequence to the loss

10. Cooling Off Period

You have fourteen (14) days after cover is activated to decide if the Policy meets Your needs. You may cancel Your Policy simply by advising Coverforce Insurance Broking Victoria Pty Limited in writing at Level 2, 476 St Kilda Road, Melbourne Vic 3004, within those fourteen (14) days to cancel it.

You will not receive a refund if You have made or are entitled to make a claim during this cooling off period. Even after this cooling off period ends you still have cancellation rights. See immediately below.

11. Cancellation Of The Policy

When You May Cancel

You may cancel this Policy at any time.

Written notice to Coverforce Insurance Broking Victoria Pty Limited in writing at Level 2, 476 St Kilda Road, Melbourne Vic 3004 is required if You want to cancel Your Policy.

Such cancellation shall be effective from the date specified in the written notice. Upon cancellation, provided that there has never been a claim on this Policy and subject to applicable law, we shall refund the portion of the unexpired period of cover, less a Cancellation Fee.

When We May Cancel Or Avoid The Policy

We may cancel Your Policy in accordance with the law by giving You written notice to Your address on Our file if You:

- Made a misrepresentation to Us before entering into this insurance.
- Fail to comply with Your duty of disclosure or the duty of utmost good faith.
- Fail to comply with a provision or condition of the Policy.
- Make a fraudulent claim under this or any other insurance Policy.

If We cancel Your Policy, We will give written notice to You personally or by post to Your last known address. Upon cancellation, provided that there has never been a claim on this Policy and subject to applicable law, we shall refund the portion of the unexpired period of cover less a Cancellation Fee.

12. Period Of Insurance

Insurance shall commence at the time We accept Your Rebound Lifestyle Protection Insurance Application Form and continue for the Period of Insurance . The cover will expire at the end of the Period of Insurance, subject to the terms, conditions and exclusions of this Policy.

13. How To Make A Claim

- (a) complete a claim form (claim forms are available from COVERFORCE;
- (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
 - 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
- (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 or Your legal representative's expense, all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

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

Where Does Your Policy Apply?

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

Australian Law

You must be an Australian resident to be covered by this Policy.

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 in and determined by the courts of the State or Territory 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.

When does this Policy end?

No further benefits or compensation will be payable under this Policy and all cover will cease:

- (a) if You are paid 100% of the sum insured as evidenced in your Policy Schedule; or
- (b) if You cease to live in Australia; or
- (a) on expiry of the Period of Insurance

15. 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. The 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 <u>Complaints.AU@chubb.com</u>

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 <u>info@fos.org.au</u> 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.

16. Privacy Statement

Your Privacy

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 subcontracted 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.

17. 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 a 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).

18. Definitions

For the purpose of this Policy the following Definitions apply unless the context dictates otherwise:

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

- (a) is caused by violent external visible means; and
- (b) occurs within the Period of Insurance; and
- (c) within twelve (12) months of the bodily injury, results, solely and independently of any other causes (except sickness directly resulting from medical or surgical treatment rendered necessary by the Accidental Injury), in an event covered under Your Policy; and
- (d) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

"Act of Terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) or persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purpose or reasons, including the intention to influence any government and/or to put to the public, or any section of the public in fear.

"**Cancellation Fee**" means 10% of the refund payable for the unexpired Period of Insurance. For example, if You selected cover for a Period of Insurance of two (2) years for which a premium of \$794.00 is payable, and You cancelled Your Policy after one (1) year of the two year Period of Insurance, You would be eligible for a refund of half the premium paid, which is \$397.00, less 10% of the refundable amount, which is \$39.70. In this example, the Cancellation Fee is \$39.70.

"Cancer No Claim Period" means the ninety (90) day period commencing on the Policy Commencement Date.

"Fingers or Toes" means the digits of a hand or foot.

"Insured" means the person named as the Insured as named on the Policy Schedule.

"**Involuntary Unemployment**", "Involuntarily Unemployed" means termination of Your Permanent Employment where You:

- (a) have been retrenched or made redundant at the instigation of Your employer; and have registered as unemployed with CentreLink or equivalent government authority or a recognised recruitment or personnel agency; and
- (b) 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 value of Your assets; and
- (c) can provide other evidence of unemployment satisfactory to Us

But does not include termination of employment due to:

- (a) wilful misconduct or breach of employment contract;
- (b) voluntary redundancy or termination (eg. resignation);
- (c) the completion of a specified project or period of contract work; or
- (d) the seasonal nature of Your employment.

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

"**Loss of Use**" means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the table contained in the section entitled 'What you are covered for' under the benefit heading 'Accidental Injury'.

"**Medical Practitioner**" means a legally qualified and registered medical practitioner who is not the Insured or a relative of the Insured.

"**Paraplegia**" means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

"**Period of Insurance**" means the period of cover, being two (2) years, three (3) years or five (5) years, as selected by You in the application form and as evidenced in the Policy Schedule. The maximum Period of Insurance is five (5) years.

"**Permanent**" means lasting twelve (12) consecutive calendar months and which is certified by an independent Medical Practitioner at the expiry of that period as beyond hope of improvement.

"**Permanent Employment**" means Your permanent regular employment of no less than twenty (20) hours per week in continual, permanent and gainful employment for salary or wages that does not include seasonal, intermittent, contract or self employed work.

"Pre Existing Condition" means:

- (a) any Sickness, disability or other condition relating to Your health for which a Medical Practitioner was consulted or for which treatment or medication was prescribed within the twelve (12) months prior to the Policy Commencement Date; or
- (b) a Sickness, disability or other condition relating to Your health, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware, during the twelve (12) months prior to the Policy Commencement Date.

"**Policy**" means this document, the Policy Schedule, individual insurance applications and any other documents We issue to You which are expressed to form part of the Policy terms and conditions, which set out the cover we provide for the Period of Insurance.

"**Policy Schedule**", "Certificate of Currency" means the Policy Schedule we give You which contains the details of Your cover under this Policy specific to You.

"**Policy Commencement Date**" means the date of the commencement of the Policy as evidenced in the Policy Schedule.

"Quadriplegia" means Permanent, total and entire paralysis of both arms and legs.

"Self Employment" **"Self Employed**" means earning an income directly from Your own business, trade or profession rather than earning a salary or wage from an employer.

"Sickness" means any illness or disease.

"**Us**", "**We**", "**Our**", "**Insurer**" means Chubb Insurance Australia Limited' (ABN 23 001 642 020, AFS Licence No: 239687) as the insurer of this Policy, and Coverforce Insurance Broking Victoria Pty Limited (ABN 45 127 707 813, AFSL No 345986) as the issuer, promoter and administrator of this Policy.

"**Waiting Period**" means the thirty (30) day period after You become Involuntarily Unemployed in respect of which no benefits are payable.

"You", "Your" means the Insured as evidenced in the Policy Schedule.

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