

# Expatriate Medical & Associated Travel Insurance

Product Disclosure Statement (PDS)  
& Policy Wording

CHUBB®

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# Expatriate Medical & Associated Travel Insurance

## Product Disclosure Statement (PDS) & Policy Wording

### Important Information About This PDS and Policy Wording

This document is a PDS and is also Our insurance Policy Wording. This document contains important information required under the Corporations Act 2001 (Cth) and has been prepared to assist You in understanding the Expatriate Medical & Associated Travel 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.

#### Ensure You understand when We will respond to a claim

*To ensure You understand when We will respond to a claim, You should carefully read:*

- the Summary of Insurance & Exclusions section including the Schedule of Benefits, on page 11 and page 42;
- the General Exclusions and General Conditions, on pages 39-41;
- the Definitions section that set out the meaning of certain words throughout the PDS, on pages 13-16;
- Your Certificate of Insurance.

*After You have purchased Your Policy please ensure You:*

- check Your documents to make sure that all the information in them is correct;
- let Us know straight away if any alterations are needed or if You change Your address or payment details;
- keep this document, Your Certificate of Insurance 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;
- have receipts and other documentary evidence available to provide Us in support of assessment of Your claim. 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.

#### The Meaning Of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning as set out in the Definitions section, on pages 13-16 of this PDS.

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

## Duty of Disclosure

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### Your Duty of Disclosure

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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, or reinstatement (as applicable).

### Answering Our questions

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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.

### Renewal

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Where we offer You 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.

### Variations, extensions and reinstatements

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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.

### What You do not need to tell Us

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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

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If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## General Insurance Code of Practice

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We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## Privacy Statement

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In this Statement We, Our and Us means Chubb Insurance Australia Limited (**Chubb**).

You and Your refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

### Why We collect Your Personal Information

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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. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

### How We obtain Your Personal Information

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We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### When do We disclose Your Personal Information?

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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 claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your 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 (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### Your Consent

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In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

### Access to and correction of Your Personal Information

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If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).



To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from [www2.chubb.com/au-en/footer/privacy.aspx](http://www2.chubb.com/au-en/footer/privacy.aspx) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)  
Fax: + 61 2 9335 3467  
Address: GPO Box 4907 Sydney NSW 2001

## How to Make a Complaint

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If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

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

## Complaints and Dispute Resolution

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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

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If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O 1800 815 675  
E [Complaints.AU@chubb.com](mailto:Complaints.AU@chubb.com)

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

## Stage 2 – Internal Dispute Resolution Procedure

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If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O +61 2 9335 3200  
F +61 2 9335 3411  
E [DisputeResolution.AU@chubb.com](mailto:DisputeResolution.AU@chubb.com)

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

## Stage 3 – External Dispute Resolution

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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 AFCA, subject to its Rules.

AFCA 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. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
O 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## Financial Claims Scheme

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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.

## Selecting Your Cover

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All Covered Persons listed on Your Certificate of Insurance are covered under the Policy as long as they meet the eligibility criteria.

### Eligibility Criteria

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In order to purchase a Policy You must be aged eighteen (18) to sixty-nine (69) years inclusive when You apply.

Covered Persons must :

- be under seventy (70) years of age (unless otherwise agreed in writing);
- have unrestricted right of entry into Australia ;
- have access to long-term medical care in Australia (i.e. Medicare); and
- be an Australian resident; or be on a skilled working visa (e.g. a 457 Visa, or Temporary Skill Shortage Visa (TSS)), but not a working holiday visa; or have a partner/spouse Visa which allows You to stay in Australia for at least (two) 2 years; or have a New Zealand passport.

When applying for cover You will be asked to specify the number of adults and children that cover is being sought for.

### Geographical Cover

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You can select from the following geographical regions during the application process and, subject to the sanctions exclusion, We will provide cover for all the locations that are under what You have selected as shown on Your Certificate of Insurance:

- worldwide; or
- worldwide excluding North America & the Middle East.

### Commencement of the Policy and Period of Insurance

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During the application process You will enter Your Trip Start Date and Trip End Date

Cover under section 9 - Cancellation and Disruption for Loss of Deposits commences from the Issue Date of the Policy and continues until You depart Australia on Your Trip Start Date.

Cover under the following sections commences from when You depart Australia on Your Trip Start Date and continues until the end of the Period of Insurance or the Policy is cancelled, whichever occurs first :

Section 1 – Medical and Additional Expenses;  
Section 2 – Medical and Emergency Evacuation;  
Section 3 – Chubb Assistance & Security  
Section 4 – Personal Liability.



Cover under all other sections of the Policy:

- commences when You depart from Australia on Your Trip Start Date and cease after fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment
- will then recommence if You are on a Journey which is either more than 100km from Your Assignment Place of Residence ; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia.

Cover under all sections of Your Policy will cease on the Trip End Date unless You renew Your Policy prior to the Trip End Date.

#### Approved Medical Conditions

You will not be covered for any claim that arises directly or indirectly due to a Pre-Existing Medical Condition.

However cover is available for Approved Medical Conditions as set out in the table within this section if:

1. the stipulated Requirement and/or Age Limits as set out in the table within this section, where applicable, are met; and
2. You are not travelling against medical advice; and
3. You are not travelling for the purpose of seeking medical attention; and
4. You have not been hospitalised (including day surgery or emergency department attendance) for the Pre-Existing Medical Condition at any time during the twelve (12) months prior to the Issue Date of Your current Period of Insurance (unless a shorter period is specified in the Requirement column); and
5. You are not seventy (70) years of age or older at any time during the Period of Insurance (or a lower age where specified).

#### Approved Medical Condition table

Item	Medical Condition	Item	Medical Condition	Item	Medical Condition
1	Acne	15	Goitre	29	Osteopenia
2	Bell's Palsy	16	Glaucoma	30	Osteoporosis
3	Benign Positional Vertigo	17	Graves' Disease	31	Pernicious Anaemia
4	Bunions	18	Hay Fever	32	Plantar Fasciitis
5	Carpal Tunnel Syndrome	19	Hypothyroidism, including Hashimoto's Disease	33	Raynaud's Disease
6	Cataracts	20	Impaired Glucose Tolerance	34	Rhinitis
7	Coeliac Disease	21	Incontinence	35	Rosacea
8	Congenital Blindness	22	Insulin Resistance	36	Sinusitis (chronic)
9	Congenital Deafness	23	Iron Deficiency Anaemia	37	Sleep Apnoea
10	Dry Eye Syndrome	24	Lipoma	38	Solar Keratosis
11	Eczema	25	Macular Degeneration	39	Trigeminal Neuralgia
12	Folate Deficiency	26	Meniere's Disease	40	Trigger Finger
13	Food Intolerance	27	Migraine	41	Vitamin B12 Deficiency
14	Gastric Reflux	28	Nocturnal Cramps		

Item	Medical Condition	Requirement and/or Age Limit
42	Asthma	You have not had an asthma attack requiring treatment by a Doctor in the twelve (12) months immediately prior to the Issue Date and have no other lung disease.  You are not over the age of sixty (60) years at any time during the Period of Insurance.
43	^Diabetes Mellitus (Type I)	i. You were diagnosed over twelve (12) months immediately prior to the Issue Date, and ii. You have no eye, kidney, nerve or vascular complications, and iii. You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolemia (raised cholesterol) and iv. You are not over the age of fifty (50) years at any time during the Period of Insurance.
44	^Diabetes Mellitus (Type II)	i. You were diagnosed over twelve (12) months immediately prior to the Issue Date, and ii. You have no eye, kidney, nerve or vascular complications, and iii. You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolemia (raised cholesterol).
45	Epilepsy	There has been no change to Your medication in the twelve (12) months immediately prior to the Issue Date of Your current Period of Insurance.
46	Gout	The gout has remained stable for the six (6) months immediately prior to the Issue Date of Your current Period of Insurance.
47	Hiatus Hernia	No surgery is planned in the next twelve (12) months immediately after the Issue Date of Your current Period of Insurance.
48	Hip Replacement	It was performed more than six (6) months immediately prior to the Issue Date of Your current Period of Insurance.
49	Hypercholesterolaemia (Raised Cholesterol)^	You do not also suffer from a known cardiovascular disease and/or Diabetes.
50	Hyperlipidaemia (Raised Lipids)^	
51	Hypertension (Raised Blood Pressure)^	
52	Peptic Ulcer	Your condition has remained stable for more than six (6) months immediately prior to the Issue Date of Your current Period of Insurance.
53	Stroke	If the stroke occurred more than twelve (12) months immediately prior to the Issue Date of Your current Period of Insurance and no further rehabilitation or specialist review is planned.
54	Underactive Thyroid	If not as a result of a tumour.

^ Diabetes (Type I and Type II), Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolemia (raised cholesterol) are risk factors for cardiovascular disease. If You have a history of cardiovascular disease, and it is a Pre-Existing Medical Condition, cover for these conditions is excluded.

### 3. Summary of Insurance

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The following provides a general summary of the cover contained in this PDS and Policy Wording and its purpose. The cover is provided only if specified as applicable in the Schedule of Benefits. Certain terms used in this summary are defined in the Policy. Please refer to the relevant parts for these definitions.

As outlined under sections 1 and 2 of the Policy, We may pay the medical & emergency evacuation expenses You incur as a result of You suffering from a Bodily Injury or Sickness.

As outlined under sections 3 to 11 of the Policy, We may pay personal liability and travel benefits.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- We only pay up to the agreed limits specified in the Policy;
- certain waiting periods apply to coverage for Pre-Existing Medical Conditions; and
- We will not pay any benefits with respect to any loss, damage, liability, Bodily Injury or Sickness which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

The above is a general summary of the cover only, does not form part of the Policy and cannot be relied on as a full description of the cover provided. Please refer to the Policy for its full terms, conditions and exclusions.

#### *Section 1 – Medical and Additional Expenses*

Cover under this section applies while in Your Country of Assignment, or whilst on a Journey (excluding when on Home Leave).

We may pay the actual, necessary and reasonable expenses You incur during the Period of Insurance for Medical Primary and Specialist Outpatient Care Expenses as shown in the Schedule of Benefits.

#### *Section 2 – Medical and Emergency Evacuation*

Cover under this section applies while in Your Country of Assignment, or whilst on a Journey (excluding when on Home Leave).

We may pay the actual, necessary and reasonable expenses You incur during the Period of Insurance for medical and emergency evacuation, provided that You contact Chubb Assistance and obtain a written certification of the attending Doctor stating You are suffering a Bodily Injury or Sickness and it is necessary that You obtain specialised treatment, surgery or post-operative attention which is unobtainable in the Country of Assignment or the country which You are on a Journey.

#### *Section 3 – Chubb Assistance and Security Advice*

Cover under this section applies while in Your Country of Assignment, or whilst on a Journey.

The Policy provides, at no additional charge, 24/7 worldwide travel, medical and security assistance whilst You are in Your Country of Assignment or on a Journey.

#### *Section 4 – Personal Liability*

Cover under this section applies while in Your Country of Assignment, or whilst on a Journey.

We may indemnify You against certain damages You become legally liable to pay in respect of either Bodily Injury to another person (other than a Covered Person), or loss of or damage to the property of another person (other than a Covered Person), where the Bodily Injury or damage to property is caused by an Accident. We may also pay certain legal costs and expenses.

#### *Section 5 – Personal Accident*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may pay an agreed lump sum(s) if You suffer a Bodily Injury which results in a covered Event (as per the Table of Events). A covered Event may include, but is not limited to, an Accidental Death.

#### *Section 6 – Hijack and Detention*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may pay You a daily agreed amount if you are:

1. Detained as a result of a Hijack for more than twelve (12) hours; or
2. Detained by any government, state or other lawful authority.

#### *Section 7– Political and Natural Disaster Evacuation*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may reimburse You for certain costs of Your return to Your Country of Residence or the nearest place of safety and reasonable accommodation costs if You are unable to return to Your Country of Residence or Country of Assignment, as a result of a covered political evacuation or if a major natural disaster has occurred in the country You are in, necessitating your immediate evacuation in order for You to avoid risk of Bodily Injury or Sickness.

#### *Section 8– Search and Rescue Expenses*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may reimburse You in respect of specified costs incurred by a recognised rescue provider (to be determined by WorldAware) or the police authorities if, whilst in Your Country of Assignment or on a Journey You are reported missing and the rescue provider or police authorities must instigate a search and rescue operation.

#### *Section 9 – Cancellation and Disruption*

Cover under this section:

1. commences from the Issue Date of the Policy and continues until You depart Australia on Your Trip Start Date; and
2. applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

Prior to the Journey commencing or whilst on a Journey, We may reimburse You for:

- a) the non-refundable unused portion of Your forfeited Travel or Accommodation Expenses paid in advance; and
- b) any reasonable additional Travel or Accommodation Expenses You necessarily incur and/or out-of-pocket expenses (as outlined in Condition 3 of Section 9 of this PDS) You incur as a result of unforeseen circumstance outside Your control, such as (but not limited to):
  - i. a Bodily Injury or Sickness preventing You from either commencing or continuing a Journey; or
  - ii. a Serious Injury or Serious Sickness of Your Close Relative or travelling companion associated with You.

#### *Section 10 – Baggage and Travel Documents*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may reimburse You for the loss of, theft of or damage to certain items of Baggage, Business Property, Electronic Equipment, Money or Travel Documents in specified circumstances whilst on a Journey.

We may also reimburse You for the essential replacement of clothing and toiletries in instances where Your Baggage is delayed, misdirected or temporarily mislaid by the transport carrier for more than eight (8) consecutive hours.

#### *Section 11 – Rental Vehicle Excess*

Cover under this section applies for fourteen (14) days after Your Initial Arrival Date and also whilst on a Journey (excluding when on Home Leave).

We may reimburse You for the excess of Your Rental Vehicle which You are liable to pay because the Rental Vehicle is involved in a collision or is stolen or damaged whilst under Your care on a Journey.

#### *Specific Terms, Conditions and Exclusions*

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

- General Exclusions Applicable to the Policy
- General Provisions and Conditions Applicable to the Policy.

## General Definitions Under the Policy

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In this Policy the following definitions apply:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from Your perspective. The word Accidental shall be construed accordingly.

**Accidental Death** means death occurring as a result of Your Bodily Injury.

**Approved Medical Condition** means a medical condition We deem as being accepted as long as You meet the terms and conditions as set out within Approved Medical Conditions section on pages 9-10.

**Assignment Place of Residence** means Your usual home within Your Country of Assignment.

**Bodily Injury** means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause where the bodily injury and Accident both occur during the Period of Insurance. It does not mean:

- a) a Sickness or illness or disease; or
- b) any Pre-Existing Medical Condition(s) except:
  - i. illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury; or
  - ii. an Approved Medical Condition.

**Certificate of Insurance** means the document We provide You which contains details of the cover provided to You by Us.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion or sedition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

**Conveyance** means:

- a) any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
- b) any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**Country of Assignment** means the country where You are residing temporarily.



**Country of Residence** means Australia being a the country in which You are naturalised or have permanent residency (residing for a period of no less than six (6) months) at the start date of Your trip as shown in the Certificate of Insurance and each subsequent Period of Insurance.

**Covered Person(s)** means the persons named as the Insured on the Certificate Of Insurance for whom Premium has been paid.

**Chubb Assistance** means the telephone advice, information & claim pre-approval services provided or arranged by Us which is available to You at no additional charge, 24/7 worldwide.

**Close Relative** means Your Spouse/Partner, parent, parent-in-law, step-parent, Dependent Child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

**Dependent Child** means a Covered Person's and their Spouse/ Partner's unmarried dependent child(ren) (including step or legally adopted children) as long as they are seventeen (17) years of age or under and are primarily dependent upon a Covered Person for maintenance and support. Dependent Children also means a Covered Person's unmarried children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

**Dentist** means a dentist or Specialist who is registered or licensed to practice dentistry under the laws of the country in which they practice, which is not You or Your Close Relative.

**Doctor** means a doctor or Specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, which is not You or Your Close Relative.

**Excess** means the first amount of each and every claim which You are required to pay and which We do not pay.

**Home Leave** means where You return to Australia for a period not exceeding thirty (30) days.

**Hospital** means a place registered as a hospital for the care and treatment of sick or injured persons and which has the following characteristics:

- a) has organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- b) provides twenty-four (24) hours a day nursing services by registered nurses;
- c) is under the supervision of a Doctor; and
- d) is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a nursing, rest or convalescence home or home for the aged or similar establishment.

**Hospital Expenses** means charges for a Hospital room and board, including Doctor's charges for any anaesthesia and its administration, use of operating theatre, medicines, dressings, splints, plaster casts, rental of wheelchair or other prosthetic devices and/or miscellaneous Hospital equipment during the confinement period, and other miscellaneous Hospital charges for services necessarily and regularly given by a Hospital for treatment of that Bodily Injury or Sickness.

**Insurance Contracts Act** means the Insurance Contracts Act 1984 (Cth) as amended from time to time.

**Issue Date** means the date We agree to provide insurance under the Policy (including when Your Policy has been renewed) as shown on Your Certificate of Insurance.

**Initial Arrival Date** means the date when You first arrive in the Country of Assignment following Your initial Trip Start Date.

**Journey** means:

- Your initial trip from Australia to your Country of Assignment which ceases fourteen (14) days after Your first entry into Your Country of Assignment ; or
- when You are on a trip which is more than 100km from Your Assignment Place of Residence, on Home Leave or when You finish Your foreign assignment and You commence Your return trip back to Australia permanently.

**Medical Primary and Specialist Outpatient Care Expenses** means all treatment of a Bodily Injury or Sickness that is provided by a Doctor or Specialist, which is not more specifically defined within this Policy.

**Period of Insurance** means the period shown in the Your Certificate of Insurance or such shorter time if the Policy is terminated.

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

**Policy Wording** means the PDS.

**Pre-Existing Medical Condition** means:

- a) any condition, other than conditions listed in the Approved Medical Condition table, for which a Doctor was consulted or for which treatment or medication was prescribed in the twelve (12) month period prior to the Issue Date, or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of within three (3) calendar months prior to the Issue Date.

**Premium** means the premium as shown in the Certificate of Insurance that is payable in respect of the Policy by You.

**Prescribed Medicines** means medicines which have been prescribed by a Doctor or Specialist.

**Professional Sport** means any sport for which You receive any fee or monetary reward as a result of Your participation.

**Product Disclosure Statement (PDS)** means this document.

**WorldAware** means a crisis management assistance company We have partnered with to provide a range of services to prepare You for a Journey prior to its commencement as well as offer support whilst on a Journey to assist with a safe, uneventful and successful trip.

**Serious Injury or Serious Sickness** means a medical condition which a Doctor certifies as being life threatening and for which the person on whom the claim depends has not:

- a) received regular medical treatment or medication in the thirty (30) days immediately prior to the date the Covered Person's Journey was booked, or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the date the Covered Person's Journey was booked.

**Schedule of Benefits** means the schedule on page 42 which sets out the benefits of Your Policy dependent on the level of cover You selected during the application process.

**Sickness** means Your sickness, illness or disease first manifesting itself during the Period of Insurance and after the IssueDate, but does not include any Pre-Existing Medical Conditions.

**Specialist** means a Doctor or Dentist recognised and/or referred to by another Doctor or Dentist for their experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific Bodily Injury or Sickness. Specialist is extended to include optometrists.

**Spouse/Partner** means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of three (3) months or more at the time of loss.

**Trip End Date** means the date You selected on original purchase of Your policy as shown on Your Certificate of Insurance.

**Trip Start Date** means:

- a) the date You selected on original purchase of Your Policy as shown on Your Certificate of Insurance; or
- b) in respect of renewal, the date shown on Your Certificate of Insurance.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial religious or other ends.

**We/Our/Us** means Chubb Insurance Australia Limited (AFSL 239687, ABN 23 001 642 020) who is the insurer/issuer of the Policy

**You/Your** means the Covered Person(s) shown in the Certificate of Insurance.

## Section 1 – Overseas Medical and Additional Expenses

### *What Is Covered*

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

If:

- i. during the Period of Insurance; and
- ii. while in the Country of Assignment; or
- iii. while on a Journey outside of Australia,

this Policy pays the actual, necessary and reasonable expenses You incur for Medical Primary and Specialist Outpatient Care Expenses and other expenses described up to the amount shown in the Schedule of Benefits.

### *What We Will Pay*

#### **Medical Primary Care and Specialist Outpatient Care Expenses**

**Amounts shown under Medical Primary and Specialist Outpatient Care Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.**

Payable service or medical expense	Benefit limit
<i>Hospital Expenses</i> In Hospital medical charges either inpatient/same day surgery.	100% of amount shown in the Schedule of Benefits under Overseas Medical & Additional Expenses.
<i>Prescribed Medicines in Hospital</i> In Hospital medical charges either inpatient/same day surgery.	100% of amount shown in the Schedule of Benefits under Overseas Medical & Additional Expenses.
<i>Out of Hospital Expenses</i> Doctor's charges, Specialist charges and approved same day clinic charges.	100% of amount shown in the Schedule of Benefits under Overseas Medical & Additional Expenses.

### *Conditions Applicable To Section One (1)*

If You suffer a serious Bodily Injury and/or Sickness whilst in Your Country of Assignment, on a Journey (except on Home Leave) which requires Your return to Your Country of Residence We will pay medical expenses up to the maximum sum insured shown on the Schedule of Benefits for a maximum period of twelve (12) months where we are not prohibited from doing so as per the General Exclusions Applicable to the Policy.

## Section 2 – Overseas Medical and Emergency Evacuation

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### What is Covered

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

If:

- i. during the Period of Insurance; and
- ii. while in the Country of Assignment; or
- iii. while on a Journey outside of Australia,

this Policy pays the actual, necessary and reasonable expenses You incur for overseas medical and emergency evacuation expenses, provided You contact Chubb Assistance and obtain a written certification by the attending Doctor stating that You are suffering a Bodily Injury or Sickness and it is necessary that You obtain specialised treatment, surgery or post-operative attention which is unobtainable in the Country of Assignment or the country in which You are on a Journey (except on Home Leave).

### What we Will Pay

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The maximum amount payable per Covered Person in respect of an overseas medical and emergency evacuation during any one (1) Period of Insurance shall be the amount shown in the Schedule of Benefits under Section Two (2) – Overseas Medical and Emergency Evacuation.

We will pay the following items up to the maximum amount shown on the Schedule of Benefits under Section Two (2) – Overseas Medical and Emergency Evacuation:

- a) Your overseas medical and emergency evacuation expenses. That is:
  - i. Charges for airfare (economy airfare where possible) in transporting You by scheduled airline on a scheduled flight to the airport nearest to the recommended Hospital where You are to be confined for specialised treatment, surgery or post-operative attention. Such charges will include ground transport from the airport to the nearest recommended Hospital. Including return airfare charges (economy airfare where possible) if You return to your Country of Assignment following medical evacuation, within twelve (12) calendar months of sustaining Bodily Injury or Sickness. If there is no option to evacuate You via scheduled aircraft or alternative scheduled services We will pay the charges You incur for the charter of an aircraft or air ambulance or any other available means of transport to evacuate You to the nearest recommended Hospital where You are to be confined for specialised treatment, surgery or post-operative attention.
  - ii. Charges for a medically equipped road vehicle to transport You to the nearest recommended Hospital where You are to be confined for specialised treatment, surgery or post-operative attention.
  - iii. Where a Covered Person under sixteen (16) years of age is medically evacuated, the additional airfare (economy fare where possible) of one (1) adult to accompany such a Covered Person.
  - iv. Where You are medically evacuated and require an escort and this is certified by Your attending Doctor and Chubb Assistance as medically necessary, the additional airfare (economy fare where possible) of one (1) adult to accompany You.
- b) Pre-hospitalisation and post-hospitalisation accommodation expenses.  
That is, charges incurred for pre-hospitalisation and post-hospitalisation accommodation expenses up to a maximum of \$250 per day and for a period of no more than twenty (20) days, where certified by Your attending Doctor, Chubb Assistance and the Hospital as medically necessary, for the purpose of waiting for medical test(s) or examination results. The maximum amount payable shall be \$5,000.
- c) Covered Person's accommodation expenses. That is, charges incurred by the Covered Person for hotel and accommodation expenses up to a maximum of \$250 per day for the period of Your Hospital confinement including any period of Your pre-hospitalisation and Your post-hospitalisation accommodation and for a period of no more than twenty (20) days. The maximum amount payable shall be \$5,000.



- d) En-route accommodation expenses.  
That is charges not recoverable from the airline for hotel accommodation up to \$250 per night, where You are required by airline schedules to stay overnight en-route to the Hospital. The maximum amount payable shall be \$5,000.
- e) Repatriation of mortal remains.  
If You die, We will pay the reasonable expenses incurred for the cost of returning Your mortal remains to Your Country of Residence or the reasonable funeral and related costs if Your are buried or cremated at the place of death.

The maximum amount payable shall be \$10,000.

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#### General Provisions Applicable Under Section 1 & 2 of the policy

##### *Chubb Assistance*

If during the Period of Insurance and whilst You or a Hospital requires pre-approval for Hospital Expenses then they should immediately contact Chubb Assistance on +61 2 8907 5995.

Chubb Assistance will provide one or more of the following services:

1. pre-approval for Hospital Expenses, or
2. payment of approved Hospital Expenses, by claims process or redirection of hospital accounts to Us.

##### *Conditions Under Chubb Assistance*

1. Chubb Assistance must be promptly informed of any potential Hospital Expenses.
2. In the event of any assistance being provided by Chubb Assistance in good faith to any person not insured under the Policy, the Covered Persons shall reimburse Us for all costs incurred.

##### *Pre-Existing Medical Conditions - Waiting Period*

Pre-Existing Medical Conditions are not covered for a period of twelve (12) calendar months from Your Trip Start Date.

##### *Breach of Conditions*

If You are in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

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#### What is not Covered : Exclusions Under Section 1 & 2

We will not pay for claims arising directly or indirectly out of:

1. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of a Bodily Injury to the Covered Person).
2. Pre-Existing Medical Conditions unless it is an Approved Medical Condition. Losses arising from Pre-Existing Medical Conditions are covered once You have been insured under this Policy for longer than twelve (12) calendar months from the Trip Start Date.
3. treatment or services which are covered by Medicare or by compensation under any Workers' Compensation Act or Transport Accident laws or by any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law.
4. charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like.
5. a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

6. sexually transmitted disease, infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist).
7. congenital deformities or abnormalities occurring or diagnosed prior to the Your Issue Date.
8. any suicide or intentional self inflicted Bodily Injury or any illegal or criminal act committed by You.
9. 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.
10. any consequence of War (whether declared or not), invasion or Civil War, or You taking part in a riot or civil commotion.
11. any expenses or charges incurred after You refused to follow the instructions and directions of Us or Chubb Assistance.
12. any expenses or charges incurred resulting from You engaging in air travel except as a passenger in a properly licensed aircraft.
13. any expenses or charges incurred after You travelled against the advice of a Doctor or Specialist.
14. the use, existence or escape of nuclear weapons material, or ionizing radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
15. You training for or participating in Professional Sport of any kind.
16. any Bodily Injury or Sickness that would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

## Section 3 – Chubb Assistance and Security Advice

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What is covered.

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

If:

- i. during the Period of Insurance; and
- ii. while in the Country of Assignment; or
- iii. while on a Journey outside of Australia,

the Policy will provide 24/7 worldwide travel, medical and security assistance.

In the event You require travel, medical or security advice or assistance, as soon as practicable You should call the emergency response team on +61 2 8907 5995 to get immediate assistance and help accessing vital services in the local area.

### Chubb Assistance - Travel and Overseas Medical Assistance

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Chubb Assistance supports You with emergency advice and assistance services 24 hours a day, seven days a week. Chubb Assistance has a team of medical and travel specialists based in Australia and have access to international resources via a global network that will assist in an emergency.

### WorldAware - Travel Security Advice and Assistance

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Chubb has partnered with WorldAware, a crisis management assistance company, to provide a range of services to prepare You for a Journey prior to its commencement as well as offer support whilst on a Journey to assist with a safe, uneventful and successful trip. Please note these services can only be accessed if You have registered, therefore early registration is highly recommended. Refer to the registration details on the next page.

### Assistance Benefits and who to call and for what

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The following travel, medical and security assistance benefits are available to You by calling +61 2 8907 5995 (by reverse charge if required):

#### *24/7 Travel Assistance*

select option 1 - Chubb Assistance for:

- Visa requirements or extensions;
- assistance with what to do in the event of lost or stolen passports, travel documents, credit cards or luggage;
- assistance with what to do in the event of missed or cancelled connections;
- assistance with emergency travel arrangements;
- assistance locating embassies or consulates;
- translation and interpreting services;
- emergency message transmission and funds transfer;
- support and communication to employers, friends and family.

#### *24/7 Overseas Medical Assistance*

select option 1 - Chubb Assistance for:

- immediate access to doctors or nurses for assistance and advice;
- arranging emergency medical consultation, ongoing monitoring and support;
- advice on the location of suitable, nearby medical clinics or other facilities;
- hospital admissions, emergency evacuations and repatriations;
- payment guarantees hospital/medical expenses;
- oversee dispatch of medications or medical supplies;

- liaison with family doctor;
- support and communication to employers, friends and family.

### *24/7 Security Assistance*

select option 2 - WorldAware for:

- immediate access to security experts or any security or safety concerns;
- ground support and/or evacuation assistance in the event of civil unrest, natural disaster or a terrorist incident;
- concerns about identity being compromised due to a data breach.

### *WorldAware – Travel Security Advice and Assistance*

Registration: To access and register

for the services provided for under the Policy:

1. log onto [www.chubbassistance.com/au](http://www.chubbassistance.com/au)
2. click on the Chubb Assistance link.

You will be required to complete a one-off registration process using the Policy number as stated on Your Insurance Certificate and then will continue to access the services utilising their email address and chosen password.

### *Additional Cover Under Section 3*

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The following benefits and services provided by WorldAware are available to You:

#### *Country Intelligence*

Access to useful information to help You prepare for a Journey to another country including - overall risk ratings and individual risk ratings for terrorism, conflict, political, kidnap and infrastructure. Also included is a detailed overview of the country, city guides, security issues, travel logistics, cultural factors, health advisories, useful information such as weather, maps and contact numbers for emergencies and contact details of various embassies.

A section on identity theft helps to provide an understanding of how fraudsters work and how to avoid becoming a victim in the first instance.

#### *Daily News*

A subscription email, delivered to the user's email inbox once a day during weekdays, provides a news summary of incidents that have occurred worldwide in the last 24 hours which may have an impact to Your travel or security.

#### *Travel Alerts*

By registering to receive the WorldAware alerts for the country and dates of travel, You can receive alerts by email, which could significantly affect their travel or security in a specific country, region or city such as terrorist incidents - bombing, assassination or kidnapping, natural hazards, disease outbreaks, airport closures, road closures, upcoming demonstrations and other situations which may impact You on a Journey.

#### *High Risk Travel Safety Briefings*

Customised reports for high and extreme risk regions as classified by WorldAware, subject to Condition 3 below. Written by WorldAware's in-house regional analysts and security specialists, these briefings take into account key factor in assessing the security threats posed to your Journey. These can be requested on an ad-hoc basis.

#### *Annual Threat Forecast*

Compiled by the WorldAware risk analyst team, the forecast focuses on a number of key issues globally providing thoughtful insights for the year ahead into how these concerns will affect the different geographical areas in respect of political and security environments and how that will impact your travel and security.

### *Security Briefings*

Briefings offer in-depth analysis on topical or upcoming political or security events. These are sent on an ad-hoc basis and it is recommended You register to receive these.

### *Podcasts*

WorldAware's team of analysts discuss a range of security and political issues affecting countries across the globe.

### *WorldAwareGlobal app*

A downloadable app which will provide some of the above information to your smart phone or tablet.

### Conditions Under Section 3

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1. In the event of assistance being provided by Chubb Assistance and/ or WorldAware in good faith to any person not insured under the Policy, You shall reimburse Us for all costs incurred.
2. Chubb Assistance and/or WorldAware will provide You with such emergency assistance as deemed necessary by them.
3. The Policy provides for two (2) 'High Risk Travel Safety Briefings' per month at no additional charge. You may contact WorldAware directly to obtain further reports but will be invoiced direct by WorldAware at a cost agreed at the time of the request. Furthermore, if You require reports for medium to low risk countries then these need to be arranged directly with WorldAware as these do not form part of the service provided for under this Policy.



## Section 4 – Personal Liability

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### What is covered

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

If:

- i. during the Period of Insurance; and
- ii. while in the Country of Assignment; or
- iii. while on a Journey outside of Australia,

You cause an Accident and later become legally liable to pay damages in respect of either Bodily Injury to any person (other than a Covered Person), or loss of or damage to the property of another person (other than a Covered Person), and such Bodily Injury or damage to property is caused by an Accident, We may indemnify You against such damages up to the amount shown in the Schedule of Benefits against Section 4 - Personal Liability.

We may also pay all legal costs and expenses which are recoverable by a claimant from You and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown in the Schedule of Benefits against Section 4 - Personal Liability.

### Definitions under this section

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**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) of persons, whether acting alone or on behalf of 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 purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### Extension – Court Attendance

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If You are required to attend court in connection with an event that has resulted in a valid claim under Section 4 – Personal Liability, We may pay the amount shown in the Schedule of Benefits against Section 4 – Extensions – Court Attendance for each day You attend court, up to a maximum benefit. The maximum amount We will pay per Covered Person is the amount shown in the Schedule of Benefits.

### What we will not Pay.

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#### *Exclusion under Section 4*

We are not liable in respect of:

1. Bodily Injury to a Covered Person;
2. damage to property belonging to or held in trust by or in Your custody or control;
3. Bodily Injury or property damage caused directly or indirectly by any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when You are the owner, driver or pilot thereof or has it in their care, custody or control;
4. Bodily Injury or property damage caused by or arising from:
  - i. the nature of products sold by You;
  - ii. advice furnished by You;
  - iii. the conduct of the Your business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract;

6. aggravated, exemplary or punitive damages or the payment of any fine or penalty;
7. any liability directly or indirectly caused by or contributed to by:
  - i. nuclear reactors and nuclear power stations or plant;
  - ii. any other premises or facilities whatsoever concerned with:
    - a) the production of nuclear energy; or
    - b) the production, storage or handling of nuclear fuel or nuclear waste;
8. any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials. We shall have no duty of any kind with respect to such loss, demand, claim or suit;
9. Bodily Injury and/or property damage of whatsoever nature directly or indirectly caused by any Act of Terrorism regardless of any other cause or event contributing concurrently to the loss. The above also excludes death, Bodily Injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
10. Bodily Injury or property damage directly or indirectly arising out of:
  - i. the discharge, dispersal, release or escape of Pollutants; and
  - ii. the cost of removing, nullifying or cleaning up Pollutants,

provided that We shall cover liability otherwise excluded under clauses (i) and (ii) above which is caused by a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place. This exclusion applies to if Your Country of Assignment is anywhere in the world except for the United States of America or Canada;

11. Bodily Injury and/or property damage directly or indirectly arising out of pollution however caused. Pollution includes the actual, alleged or potential presence or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water. We shall have no duty to defend any cause of action arising directly and/or indirectly from pollution. This exclusion only applies if Your Country of Assignment is the United States of America or Canada.

## Section 5 – Personal Accident

### What is covered and what We will pay

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

If:

- i. during the Period of Insurance; and
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You suffer a Bodily Injury which is not a Pre-Existing Medical Condition and which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below within twelve (12) months of the date of the Bodily Injury, We will pay the corresponding benefit provided an amount is shown on the Schedule of Benefits referable to the percentage of the sum insured of the Event(s) on the Table of Events below.

Table of Events

Lump Sum Benefits	
Events Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Benefits The percentage of the amount shown in Schedule of Benefits Section 5, Personal Accident (per Covered Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Loss of <ol style="list-style-type: none"><li>a) hearing in both ears</li><li>b) the lens in both eyes</li></ol>	100% 100%
9. Permanent Loss of <ol style="list-style-type: none"><li>a) hearing in one (1) ear</li><li>b) the lens in one (1) eye</li></ol>	30% 60%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns: <ol style="list-style-type: none"><li>a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body</li><li>b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body</li></ol>	50% 25%
12. Permanent Loss of use of four (4) Fingers of either Hand	50%

13. Permanent Loss of use of one (1) Thumb of either Hand: a) both joints b) one (1) joint	40% 20%
14. Permanent Loss of use of Fingers of either Hand: a) three (3) joints b) two (2) joints c) one (1) joint	15% 10% 5%
15. Permanent Loss of use of Toes of either Foot: a) all - one (1) Foot b) great - both joints c) great - one (1) joint d) other than great - each Toe	15% 5% 3% 1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three (3) Doctors, one of whom will your treating Doctor and the remaining two (2) will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three (3) opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.

#### Definitions Under Section 5 - Personal Accident.

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

**Event(s)** means the event(s) described in the relevant Table of Events.

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

**Foot** means the entire foot below the ankle.

**Hairline Fracture** means mere cracks in the bone.

**Hand** means the entire hand below the wrist.

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

**Loss** means in connection with:

1. a Limb: Permanent physical severance or Permanent total loss of the use of the Limb;
2. an eye: total and Permanent loss of all sight in the eye;
3. hearing: total and Permanent loss of hearing;

4. speech: total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

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

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

**Permanent** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**Permanent Total Disablement** means where in the opinion of a Doctor:

1. You are entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
2. the disability has lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**Quadriplegia** means the Permanent loss of use of both arms and both legs.

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

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

#### Conditions Under Section 5

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1. If You suffer a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury.
3. Where, in relation to benefits payable for Event 2, We do not agree with the opinion given by Your Doctor, We have the right (at Our own expense) to have the You examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definition of Permanent Total Disablement

#### What is not Covered.

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#### Exclusions Under Section 5

1. We shall not be liable for any Event(s) or benefits which are directly or indirectly related to a Pre-Existing Medical Condition unless it is an Approved Medical Condition



## Section 6 – Hijack and Detention

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### What is covered and what We will pay

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Subject to the other terms, conditions and exclusions under this Policy

If:

- i. during the Period of Insurance; and
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You are

1. forcibly Detained for more than twelve (12) hours as a direct result of a Hijack; or
2. Detained, by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 1 below),

We will pay You the daily amount shown in the Schedule of Benefits against Section 6, Hijack and Detention.

We will continue to pay You the daily benefit amount shown in the Schedule of Benefits against Section 6, Hijack and Detention, for each twenty-four (24) hour period of continued Detention thereafter, up to the maximum amount and period shown in the Schedule of Benefits against Section 6, Hijack and Detention.

### Additional Cover Under Section 6

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#### *Legal Costs*

In the event of You incurring your own legal costs as a result of being Detained, We will reimburse You for such legal costs up to the maximum amount shown in the Schedule of Benefits against Section 6, Legal Costs.

### Definitions Under Section 6

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**Detention/Detained** means restraint by way of custody or confinement against Your will.

**Hijack** means the seizing of control of a Conveyance on which You are a passenger.

What is not Covered

### Exclusion Under Section 6

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1. We shall not be liable for any Detention attributable to You breaking the law of any country or state.

## Section 7– Political and Natural Disaster Evacuation

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### What is Covered and what We will pay

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

If:

- i. during the Period of Insurance; and
  - ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
  - iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,
1. You are recommended to leave the country in which they are travelling by officials in that country because of an immediate security threat such as a War, Civil War, civil unrest or political instability; or
  2. the government of your Country of Residence issues a travel warning that recommends that certain categories of persons including You, should leave that country; or
  3. You are expelled or declared persona non grata from that country; or
  4. there is wholesale seizure, confiscation or expropriation of your property, plant or equipment in that country; or
  5. a major natural disaster has occurred in the country You are in, necessitating their immediate evacuation in order for them to avoid risk of Bodily Injury or Sickness,

We will reimburse You up to the amount shown in the Schedule of Benefits against Section 7, Political and Natural Disaster Evacuation:

- to return You to Your Country of Residence or to the nearest place of safety up to the cost of an economy class airfare (or business class airfare if that was the class of ticket originally purchased by You); and
- for the reasonable accommodation costs up to a maximum of twenty one (21) consecutive days if You are unable to return to their Country of Residence.

### Additional Cover Under Section 7

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#### *Specialist Security Services*

If it is deemed necessary by WorldAware to appoint specialist security personnel to provide assistance for and, if required be deployed to, You due to a serious risk to your personal safety and/or security which is unforeseen and outside of the your control, then We will pay for the reasonable and necessary costs and expenses incurred by WorldAware on your behalf.

We will pay up to the amount shown in the Schedule of Benefits against Section 7, Political and Natural Disaster Evacuation.

### Conditions Under Section 7

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1. If You are required to leave the country You are in, We or WorldAware must be contacted beforehand to confirm cover (+61 2 8907 5995). Where possible, We or WorldAware will make the travel arrangements and in all cases, We will decide where to send You.
2. We retain the right to decline to provide specialist security services (as per the additional cover under this section) for You whenever WorldAware reasonably determines that performing such services would subject appointed personnel to undue risk of physical harm or will subject WorldAware to undue risk.

## What is not covered

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### *Exclusions Under Section 7*

We will not pay any claim arising directly or indirectly from:

1. You violating the laws or regulations of the country You are in;
2. Your failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a license;
5. the insurrection, War, Civil War, civil unrest, political instability or natural disaster that resulted in the Your evacuation being in existence prior to You entering the country or its occurrence being foreseeable to a reasonable person before You entered the country; or
6. You being evacuated from your Country of Residence.

## Section 8 – Search and Rescue

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### What is covered and what We will pay

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

If:

- i. during the Period of Insurance; and
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You are reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that You may have sustained a Bodily Injury or suffered a Sickness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent You from sustaining a Bodily Injury or suffering a Sickness,

We will reimburse You in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities to search for You and to bring You to a place of safety. The maximum amount We will pay per Covered Person and per any (1) Period of Insurance is the amount shown in the Schedule of Benefits against Section 8, Search and Rescue.

### Conditions Under Section 8

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1. You must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. You must not knowingly endanger either Your own life or the life of others or engage in activities where Yours or their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for Your proportion of the search and rescue operation.
5. Costs will only be covered up to the point where You are recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under this Section is, or is subsequently found to be covered under:
  - Section 6, Hijack and Detention; or
  - Section 9, Cancellation and Disruption; or
  - Section 7, Political and Natural Disaster Evacuation,the benefit amount payable shall be in addition to any amount payable under such section.

## Section 9 – Cancellation and Disruption

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### What is Covered and what We will pay

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#### *Loss of Deposits*

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

If:

- i. during the Period of Insurance; and,
- ii. between the Issue Date of the Policy and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You incur loss of Travel or Accommodation Expenses paid in advance of a proposed Journey following the necessary alteration or cancellation of Your Journey due to:

1. a Bodily Injury or Sickness which results in You being certified by a Doctor or Dentist as being unable to either commence Your Journey as planned; or
2. the unexpected death or Serious Injury or Serious Sickness of Your Close Relative or travelling companion; or
3. Your residence or business suffering major theft or damage; or
4. any other unforeseen circumstance outside of your control, not otherwise excluded under the Policy,

We will reimburse You the lesser of:

1. the non-refundable unused portion of Your forfeited Travel or Accommodation Expenses paid in advance, including travel agents cancellation fee; or
2. any necessarily incurred additional costs incurred to make alterations to the original Journey arrangements to travel at another time up to the amount shown in the Schedule of Benefits Section 9, Cancellation and Disruption.

#### *Cancellation and Curtailment Expenses*

### What is covered and what We will pay

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

If:

- i. during the Period of Insurance; and,
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You necessarily incur reasonable un-budgeted additional or forfeited Travel or Accommodation Expenses and/or out-of-pocket expenses due to:

1. a Bodily Injury or Sickness which results in You being certified by a Doctor or Dentist as being unable to continue Your Journey as planned; or

2. the unexpected death or Serious Injury or Serious Sickness of Your Close Relative or travelling companion; or
3. Your residence or business suffering major theft or damage; or
4. any other unforeseen circumstance outside of Your control, not otherwise excluded under the Policy,

We will reimburse You the lesser of:

1. the non-refundable unused portion of their forfeited Travel or Accommodation Expenses paid in advance, including travel agents cancellation fee; or
2. any necessarily incurred reasonable additional Travel or Accommodation Expenses and/or out-of-pocket expenses up to the amount shown in the Schedule of Benefits against Section 9, Cancellation and Disruption.

#### *Repatriation of mortal remains.*

If You die, We will pay the reasonable expenses incurred for the cost of returning Your mortal remains to Your Country of Residence or the reasonable funeral and related costs if You are buried or cremated at the place of death.

The maximum amount payable shall be \$10,000.

#### Definitions Under Section 9

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**Travel or Accommodation Expenses** means any amount that You have paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, meals or conference/ seminar facilities.

#### Conditions Under Section 9

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1. Chubb Assistance (+61 2 8907 5995) must be informed as soon as reasonably practicable of any potential claim under this Section in the event that additional Travel or Accommodation Expenses are likely to exceed \$5,000.
2. You must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses.
3. Out of pocket expenses such as phone charges, food and the like are limited to a maximum of \$150 per day, to a maximum of \$1,500 per Covered Person per event.
4. Where You have incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this Policy. For example, if You forfeit accommodation for a particular night, but also incurs expense of accommodation for the same night, only the greater expense shall be payable.

#### What is not Covered

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##### *Exclusions Under Section 9*

We shall not be liable for any expenses:

1. incurred directly or indirectly in relation to a terminal condition for which You were diagnosed by a Doctor prior to a Journey being booked;
2. arising directly or indirectly out of:
  - a) the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior You booking Your Journey; or
  - b) carrier caused delays or cancellations where the expenses are recoverable from the carrier; or

- c) any business or financial or contractual obligations of Yours, or any other person; or
  - d) any change of plans which are not as a result of an unforeseen circumstance outside Your control or a disinclination on Your part or of any other person to undertake the Journey; or
  - e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour; or
  - f) the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal; or
  - g) civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to You booking Your Journey;
3. to the extent such expenses are recoverable by You from any other source; or
4. for additional travel or accommodation which are payable under another section or benefit of this Policy.



## Section 10 – Baggage and Travel Documents

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### What is covered and what We will pay

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Subject to the other terms, conditions and exclusions under this Policy

If:

- i. during the Period of Insurance; and
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,
  - a) You sustain Loss of, theft of or damage to Baggage, Business Property, Electronic Equipment, Money or Travel Documents, We will reimburse You in respect of such Loss, theft or damage up to the corresponding amounts shown in the Schedule of Benefits against Section 10, Baggage and Travel Documents; or
  - b) Your Baggage or Business Property is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, We will reimburse You for any reasonable expenses incurred in purchasing essential replacement clothing and toiletries up to the amount shown in the Schedule of Benefits against Section 10, Baggage and Travel Documents.

### Definitions Under Section 10

---

**Baggage** means personal property belonging to You for which You are legally responsible, taken on the Journey or acquired during the Journey.

**Business Property** means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

**Electronic Equipment** means any computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music/recording/gaming devices, cameras and other electronic items of a similar nature as deemed by Us, which are intended for either personal or business use.

**Loss** means items which are unrecoverable due to circumstances outside of Your control

**Money** means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons in Your possession or control

**Travel Documents** means passports, travel tickets, visas, entry permits and other similar documents in Your possession or control.

### Conditions Under Section 10

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1. You must take all reasonable precautions for the safety and supervision of their Baggage, Business Property, Electronic Equipment, Money and Travel Documents.
2. You must report any Loss, theft, damage or deprivation of Baggage, Business Property, Electronic Equipment, Money or Travel Documents to either the police or the transport carrier as soon as reasonably practicable so a written report is available at the time of making any claim. Or make all reasonable attempts to do so. In absence of a written report, show reasonable attempts to alert authorities and proof of ownership.
3. You must report any Loss or theft of a mobile phone to the service provider to have the device blocked using the IMEI number, and provide a confirmation from the service provider when submitting a claim.
4. You must report any Loss or theft of automatic teller machine cards, credit cards, travellers' and other cheques or Travel Documents to the issuing authorities as soon as reasonably practicable and effect appropriate cancellation measures.

5. If We pay under this Section in respect of any property, We will be entitled to take and keep possession of such property and to deal with it in any manner We see fit. At Our discretion We shall have the option of:
  - a) either repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
  - b) payment of the cost of the articles in cash.
6. Where the Electronic Equipment is a phone or tablet device, We will only reimburse the cost of the replacement device.

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**What is not covered.**

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*Exclusions Under Section 10*

We shall not be liable for any Loss, theft, damage or expenses:

1. in respect of Baggage, Business Property, Electronic Equipment, Money or Travel Documents:
  - a) due to confiscation by customs or any other lawful authority where Your use and/or possession of such item(s) is unlawful;
  - b) recoverable by You from any other source (with the exception of other insurance You may have);
  - c) shipped under any freight agreement or sent by postal or courier services;
  - d) to vehicles or their accessories (except keys);
  - e) to sporting equipment or bicycles whilst in use;
  - f) to any electronic data or software;
  - g) caused by:
    - i. activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration; or
    - ii. mechanical or electrical failure; or
    - iii. any process of cleaning, restoring, repairing or alteration; or
    - iv. scratching or breaking of fragile or brittle articles, if as a result of Your negligence.
2. in respect of Electronic Equipment and jewellery:
  - a) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless you have no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation);
  - b) whilst carried in or on a Conveyance, unless:
    - i. accompanying You as personal cabin baggage or in respect to jewellery it being worn by You; or
    - ii. the Conveyance operator has specifically instructed You that such items must be placed in the hold prohibiting You from carrying the item(s) as personal cabin baggage. Where You are so prohibited, the Electronic Equipment and/or jewellery must be reasonably and adequately packaged and protected from theft or damage.
3. in respect of Money and Travel Documents:
  - a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
  - b) due to the loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey;
  - c) whilst carried in or on a Conveyance, unless accompanying You as personal cabin baggage;
  - d) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless You have no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation).

## Section 11 – Rental Vehicle Excess

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### What is covered and what We will pay

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

If:

- i. during the Period of Insurance; and
- ii. between when You depart from Australia on Your Trip Start Date and fourteen (14) days after Your Initial Arrival Date in Your Country of Assignment; or
- iii. while You are on a Journey which is either more than 100km from Your Assignment Place of Residence; a Home Leave visit to Australia (but not within Australia); or to commence Your permanent return trip to Australia,

You hire a Rental Vehicle which is subsequently stolen, damaged or involved in a collision whilst in Your care We will reimburse You for the Rental Vehicle Excess up to the amount shown in the Schedule of Benefits against Section 11, Rental Vehicle Excess.

### Definitions Under Section 11

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**Rental Vehicle** means a rented sedan, station wagon, hatchback or four-wheel drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying You in accordance with the rental vehicle hiring agreement and shall not include any other vehicle or use.

**Rental Vehicle Excess** means the amount You are legally liable to pay under the Rental Vehicle hiring agreement if the Rental Vehicle is involved in an accident or is stolen during the rental period.

### Additional Cover Under Section 11

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#### *Rental Vehicle Collection and Return Cover Extension*

Rental Vehicle Excess cover is extended for a period of up to twenty-four (24) hours prior to commencement of the Journey and up to twenty-four (24) hours after the conclusion of a Journey. Cover will commence once the Rental Vehicle is your control and conclude when it is returned to the Rental Vehicle owner.

### Conditions Under Section 11

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1. As part of the arrangement for the rent or hire of the Rental Vehicle, You must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the Rental Vehicle during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under the Policy to purchase excess buy back.

What we will not pay.

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### *Exclusions Under Section 11*

We shall not be liable for any claims arising from:

1. any use of the Rental Vehicle that is in violation of the terms of the rental agreement; or
2. You being in charge of a Rental Vehicle whilst under the influence of alcohol or a drug not prescribed by a Doctor or Dentist or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident; or
3. the illegal or criminal use of a Rental Vehicle; or
4. the use of the Rental Vehicle by You without holding a valid license for the country the motor vehicle is being operated in; or
5. the use of the Rental Vehicle when not comprehensively insured.

## General Exclusions Applicable to the Policy

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These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which directly or indirectly:

1. results from You:
  - a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for and/or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by You, Your Spouse/Partner or Your Dependent Child;
3. are covered by:
  - a) Medicare;
  - b) any workers compensation legislation;
  - c) any transport accident legislation;
  - d) any government sponsored fund, plan or medical benefit scheme; or
  - e) any other insurance policy required to be effected by or under law; or
4. would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.
5. would cause Us to pay You when You are over seventy (70) years of age at the time of loss, Bodily Injury or Sickness unless agreed in writing by us. This will not prejudice any entitlement to claim benefits which has arisen before You have reached the age of seventy (70) years.
6. would cause Us to pay You when Your Journey is undertaken (unless otherwise approved by Us in writing):
  - a) against the advice of a Doctor or Dentist; or
  - b) when You are unfit to travel; or
  - c) for the purpose of seeking medical attention for a Pre-Existing Medical Condition ; or
  - d) after You have been diagnosed by a Doctor as suffering a terminal condition.

## General Provisions and Conditions Applicable to the Policy

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These general conditions and provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

### Currency

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All amounts shown on the Policy are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

### Notice of Claim

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You must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Covered Person's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Covered Person must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Covered Person, who is the subject of a claim under the Policy, medically examined from time to time.

You may make a Claim by completing a claim form and emailing it to Us at: [A&HClaims.AU@chubb.com](mailto:A&HClaims.AU@chubb.com)

We request you to include your policy number and surname in the subject heading.

Claim forms may be obtained from Our website ([www.chubb.com/au](http://www.chubb.com/au)) or by calling Chubb Assistance (+61 2 8907 5995) at any time.

### Subrogation

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In the event of any payment under the Policy, We shall be subrogated to all of the Covered Person's rights to recovery against any person or entity other than You or other persons covered by this Policy and a Covered Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. A Covered Person shall not take action after any loss which will prejudice Our rights to subrogation.

### Fourteen (14) Day Cooling Off Period

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You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if this insurance 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 commenced on or after the Trip Start Date or if You have made or You are entitled to make a claim during this period.

### Cancellation

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You may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive Your written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 30 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 49 of the Insurance Contracts Act.

If the Policy is cancelled by either You or Us, We will refund the Premium for the Policy less any statutory charges and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under the Policy.

## Other Insurance

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In the event of a claim, You must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

## Breach of Conditions

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If You breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

## Sanctions Clause

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This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and Australian sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## Proper Law

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Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

## Singular/Plural

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If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

## Headings

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Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

## Assistance and Co-operation

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You shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to You because of Bodily Injury or damage with respect to which insurance is afforded.

## Schedule of Benefits

Benefit Type	Cover Level			Section Excess
	Basic	Mid	Top	
<b>Section 1 - Medical &amp; Additional Expenses</b>	Worldwide including Middle East <u>Excluding</u> North America \$1,000,000 North America \$2,000,000			\$100
<b>Section 2 - Medical &amp; Emergency Evacuation</b>	Worldwide including Middle East <u>Excluding</u> North America \$1,000,000 North America \$2,000,000			\$100
<b>Section 3 -Chubb Assistance &amp; Security</b>	As per Wording			Not applicable
<b>Section 4 - Personal Liability</b>	\$1,000,000	\$1,000,000	\$2,500,000	\$100
<b>Section 5- Personal Accident</b>	Up to a maximum of \$20,000	Up to a maximum of \$25,000	Up to a maximum of \$30,000	Not applicable
<b>Section 6 -Hijack &amp; Detention</b>	\$500 per day – Maximum 30 days	\$1,000 per day – Maximum 30 days	\$1,000 per day – Maximum 45 days	Not applicable
<b>Section 7 -Political &amp; Natural Disaster Evacuation</b>	Political & Natural Disaster Evacuation \$25,000			Not applicable
	Specialist Security Services \$10,000			Not applicable
<b>Section 8 -Search and Rescue</b>	\$10,000	\$15,000	\$20,000	Not applicable
<b>Section 9 - Cancellation &amp; Disruption</b>	Loss of Deposits \$5,000 Cancellation Curtailement - \$unlimited	Loss of Deposits \$10,000 Cancellation Curtailement - \$unlimited	Loss of Deposits \$15,000 Cancellation Curtailement - \$unlimited	\$100
<b>Section 10 - Baggage &amp; Travel Documents</b>	Baggage \$5,000	Baggage \$10,000	Baggage \$12,500	\$100
	Electronic Equipment \$750	Electronic Equipment \$2,500	Electronic Equipment \$3,000	\$100
	Money & Travel Documents \$2,500	Money & Travel Documents \$5,000	Money & Travel Documents \$5,000	\$100
	Deprivation of Baggage \$1,000	Deprivation of Baggage \$1,500	Deprivation of Baggage \$2,000	\$100
<b>Section – 11 Rental Excess</b>	Nil	\$2,000	\$4,000	\$100



### About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

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

### Contact Us

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

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

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