

CHUBB®

# Family Day Care Australia Personal Accident Insurance

Policy Wording and  
Product Disclosure Statement (PDS)



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# Family Day Care Australia Personal Accident Insurance

## Policy Wording & Product Disclosure Statements (PDS)

### Important Information

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#### 1. About this Family Day Care Australia Personal Accident Insurance PDS

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This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

##### *General Advice*

Any general advice that may be contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

##### *Preparation Date*

This PDS was prepared on February 14, 2024. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

#### 2. About the Insurer

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Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product. In this PDS, "We", "Us", "Our" means Chubb Insurance Australia Limited. Our contact details are:

##### *Head Office:*

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
Postal address: GPO Box 4907  
Sydney NSW 2001  
O 1800 815 675  
F +61 2 9335 3467  
E CustomerService.AUNZ@chubb.com

##### *General Insurance Code of Practice*

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 [codeofpractice.com.au](https://codeofpractice.com.au) and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10)

#### 3. Summary of Insurance

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The following provides a summary of the main covers available under the Policy only. It does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant Sections of the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Schedule.

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain Sections.

### **Personal Accident**

We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury. A number of additional benefits may also be payable under the additional cover provided.

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

For example:

- Covered Persons are not covered in relation to covered Event(s) that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury, and
  - where the Bodily Injury occurs during the Period of Insurance, and
  - with respect to Events 25 and 26, (weekly benefits), where the Event occurs during the Period of Insurance or Renewal Period.

We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury which would result in Us contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the 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

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

This Policy has reduced cover for Covered Persons over the age of seventy-five (75) years. Refer to page 32 “General Provisions Applicable to the Policy” for details. Please read the full Policy wording to decide whether this cover is right for you.

#### 4. The nature of a Covered Person’s right to access cover under the Policy and when it starts and end

A Covered Person’s access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy - only the Policyholder can do this) and do not enter into any agreement with Us.

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Persons as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

- a) does not act on behalf of Us or a Covered Person in relation to the insurance;
- b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- c) does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us that the benefits are appropriate or useful for any Covered Person's own circumstances or needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

A Covered Person's access to cover:

- a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- b) ends at the earliest of the following events:
  - i. when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
  - ii. at the end of the Period of Insurance; or
  - iii. when the Policy is cancelled by Us or the Policyholder (See page 33 Cancellation clause).

Refer to the General Definitions section for the definition of Period of Insurance and other capitalised terms.

## 5. Our agreement with the Policyholder (the Policy)

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Where We have agreed to enter into the Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy, and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an Endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 9 Premium section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. Endorsements or SPDSs) from time to time and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the "Policy" the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

## 6. Group Insurance Policy

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The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

## 7. Cooling Off and Cancellation Rights

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The Policyholder has twenty-one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty-one (21) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 33 Cancellation clause).

## 8. Renewal Procedure

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Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

## 9. 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](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### 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 and research, in relation to new products, services or information that may be of interest to You.

### 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:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- 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); and
- 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.

In the circumstances where We disclose Your 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 decision to provide Your Personal Information

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In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

## Access to and correction of Your Personal Information

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Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

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

## Further information request

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If You 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  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

## How to make a complaint

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If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

## 10. Complaints and Dispute Resolution Process

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We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

## Complaints and Customer Resolution Service

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### Contact Details

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 Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

#### *Process*

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

#### *Our response*

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint 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.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

#### External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). 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  
P 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.

## 11. Premium

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All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy.

When calculating the Premium for the Policy We take a range of factors into account, including:

- a) age, occupation and previous insurance history of persons to be covered; and
- b) the type and amount of cover provided.

It is important for the Policyholder to know that the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors (such as those noted above) increase Our risk and how they should impact on the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date. The Policyholder can then elect whether to renew the Policy with Us.

### *Non-payment of Premium*

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy, in accordance with the relevant provisions of the Insurance Contracts Act.

## 12. 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 [www.fcs.gov.au](http://www.fcs.gov.au) for more information.

## 13. Updating this PDS

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We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of

this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

#### 14. How to Contact Us

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To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading “About the Insurer”.

#### 15. Duty of Disclosure

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##### *Your Duty of Disclosure*

Before You enter into this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

##### *A consumer insurance contract*

This policy is a 'consumer insurance contract' as it is, wholly or predominantly, for personal, domestic or household purposes.

##### *Answering Our questions*

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

##### *Variations, extensions and reinstatements*

For variations, extensions and reinstatements, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

##### *Renewal*

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

##### *What You do not need to tell Us*

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

##### *If You do not tell Us something*

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

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

## General Definitions Applicable to the Policy

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For the purpose of the Policy, the following definitions apply:

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

**Accidental Death** means death which occurs as a result of a Bodily Injury.

**Activities of Daily Living** means:

1. Washing – the ability of the Covered Person to wash in the bath or shower (including getting into or out of the bath or shower) or wash satisfactorily by other means.
2. Dressing – the ability of the Covered Person to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
3. Feeding – the ability of the Covered Person to feed themselves once food has been prepared and made available.
4. Toileting – the ability of the Covered Person to use the toilet (with or without aids) or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene.
5. Mobility – the ability of the Covered Person to move from place to place by walking, wheelchair or with assistance of a walking aid (including mechanical or motorised devices).

**Act of Terrorism** means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

**Air or Road Rage Incident** means a violent physical act occurring whilst the Covered Person is occupying an aircraft as a passenger, or occupying any motor vehicle intended for use on public roadways; and which is intentionally committed by a person who is not:

- a) Covered Person; or
- b) Close Relative of the Covered Person.

**Benefit Period** means the maximum period of time for which a benefit is payable under Events 25 or 26, as shown in the Schedule.

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person.

Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a sickness, illness, disease or any Pre-Existing Medical Condition.

**Carjacking Incident** means the violent theft or violent attempted theft of a motor vehicle which is occupied by the Covered Person or whilst the Covered Person is entering or exiting the vehicle.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, involving two or more parties belonging to the same country.

**Claimant** means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

**Close Relative** means Parent, Spouse/ Partner, 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.

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

**Country of Residence** means the country:

- a) of which the Covered Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- b) in which the Covered Person is residing on an overseas expatriate assignment.

**Covered Person** means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy by reason of the relevant provisions of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

**Dentist** means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person; or
- d) an Educator, Support Worker or employee of the Policyholder.

**Dependent Child(ren)** means a Covered Person's and their Spouse/ Partner's dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support. Dependent Children also means a Covered Person's children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

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

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person; or
- d) an Educator, Support Worker or employee of the Policyholder.

**Domestic Duties** means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services. Child-minding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person and must be certified by a Doctor as being necessary or at least likely to be substantially beneficial for the recovery of the Covered Person.

**Educator** means a person who:

- a) is qualified and registered with the relevant authorities to provide family day care services; and
- b) is a paid and registered member of the Policyholder.

**Endorsement** means a written alteration to the terms of the Policy.

**Event(s)** means the Event(s) described in the relevant Table of Events set out in this Policy.

**Excess Period** means the period of time following Events 25 and 26, giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

**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.

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

**Limb** means the entire arm (from the shoulder to the Hand) or the entire leg (from the hip to the Foot).

**Loss** means in connection with:

- a) a Limb, Permanent physical severance of the Limb or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak;
- e) Hand, Foot, Finger, Toe or Thumb, Permanent physical severance of the Hand, Foot, Finger, Thumb or Toe or Permanent loss of use of the Hand, Foot, Finger, Thumb, or Toe, and which in each case is caused by Bodily Injury.

**Medical Aids** means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor and which are not excluded under General Exclusion 9.

**Non-Medicare Medical Expenses** means expenses:

- a) incurred within twelve (12) months of a Covered Person sustaining a Bodily Injury; and
- b) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:

- Medical
- Surgical
- X-ray
- Chiropractic
- Osteopathic
- Physiotherapy
- Hospital
- Nursing Treatment
- Dental treatment that is necessarily required to teeth (other than dentures) which is caused by the Bodily Injury referred to in (a) above.

**Non-Scheduled Flight(s)** means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

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

**Parent** means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver (including jointly with another person) as a child.

**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.

**Period of Insurance** means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

**Permanent** means having lasted, or where the medical evidence shows that it will last, twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, in the opinion of a Doctor being unlikely to materially improve.

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

- a) the Covered Person is 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
- b) the Covered Person's disability is Permanent.

**Policy** means this PDS and Policy Wording, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements and SPDSs).

**Policyholder** means the named company or organisation listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

**Pre-Existing Medical Condition** means:

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years prior to becoming a Covered Person under the Policy; or
- b) the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware of the existence of an underlying physical defect, condition, illness or disease in the three (3) months prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect, condition, illness or disease described above for which:

- a) treatment, medication or advice is first received or prescribed; or
- b) a symptom is first manifested;

within a period of insurance underwritten by Us and while the person is a Covered Person, will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been continuously covered under a group personal accident insurance policy underwritten by Us which has been continuously held by the Policyholder for the period or periods of insurance immediately prior to the Period of Insurance.

The Pre-Existing Medical Condition exclusion will apply under the Policy in respect of a Covered Person if that Covered Person has not had continuous cover under a group personal accident insurance underwritten by Us and held by the Policyholder immediately prior to the Period of Insurance.

**Premium** means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

**Professional Sport** means any sport for which a Covered Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

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

**Renewal Period** means the period of insurance applicable to the Renewal Policy.

**Renewal Policy** means the group personal accident and policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

**Salary** means:

- a) in the case of a salaried Covered Person (not otherwise covered below under b. or c.), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Covered Person's total remuneration package they will be included as part of the Covered Person's weekly pre-tax income; or
- b) in the case of a salary packaged Covered Person or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Covered Person's total remuneration package they will be included as part of the Covered Person's weekly pre-tax income; or
- c) in the case of a self-employed Covered Person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

**Schedule** means the schedule listing the benefits and limits which is issued by Us to the Policyholder.

**Scope of Cover** means the circumstance in which cover is provided under this Policy to Covered Persons, as specified in the Schedule.

**Seek Employment** means the Covered Person being registered with the government agency or department which is responsible for providing unemployment services, (such as Centrelink in Australia) and/or a recruitment company and then providing Us with proof of a minimum of four (4) new job application per month unless this is not reasonably practicable in the Covered Person's circumstances.

**Serious Mental Impairment** means the Covered Person being diagnosed by a Doctor with a mental disorder (according to a recognised diagnostic system) arising solely and directly from their major head trauma as a result of a Bodily Injury, that, in the opinion of a Doctor, results in the Covered Person being Permanently unable to perform at least two (2) of the numbered Activities of Daily Living without assistance of another person.

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

**Spouse/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 lived for a period of three (3) months or more at the time of loss.

**Support Worker** means a person who:

- a) is qualified and registered as an NDIS provider under the National Disability Insurance Scheme Act 2013 (Cth); and
- b) is a paid and registered member of the Policyholder.

**Temporary Partial Disablement** means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in a reduction of at least 25% of their Salary post Bodily Injury. If the Covered Person ceases to be employed after the Event(s) occurs, then Temporary Partial Disablement means disablement which, in the opinion of a Doctor, reduces the Covered Person's capacity to undertake any occupation for which they may be suited by way of their education, training or experience by at least 25%. In both instances the Covered Person must be under the regular care of and acting in accordance with the instructions or advice of a Doctor.

**Temporary Total Disablement** means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties. If the Covered Person ceases to be employed after the Event(s) occurs, then Temporary Total Disablement means disablement which, in the opinion of a Doctor, prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor.

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

**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 (ABN 23 001 642 020) who is the insurer/issuer of the Policy.

**Other documents issued by Us that form the Policy may also contain general or specific definitions.**



## Personal Accident

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### Extent of Cover

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

#### *Bodily Injury*

If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, C and/or D, We will pay the corresponding benefit shown on the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b) with respect to Events 25 and/ or 26, the Event occurs during the Period of Insurance or any Renewal Period; and
- c) an amount is shown in the Schedule referable to the percentage of the sum insured of the Event(s) on the Table of Events against Part A, B, C or D.

Restrictions and/or limitations on the cover provided under this Section apply for people aged 75 years or over. Refer to the Section titled "General Provisions Applicable to the Policy" on page 32.

## Table of Events

### Part A – Lump Sum Benefits

Cover for an Event under this Part applies only:

- i. if the amount for that Event is shown in the Schedule against Part A – Lump Sum Benefits.
- ii. with respect to Part A – Lump Sum Benefits, where the lump sum benefit is linked to a Covered Person’s Salary and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.
- iii. if a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
- iv. if the Event(s) occur within twelve (12) months of the date of the Bodily Injury.

Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.

Cover under this Part is subject to age limitations as per the ‘General Provisions Applicable to the Policy’ on page 32.

<b>Part A – Lump Sum Benefits</b>	
<b>Events – Bodily Injury resulting in:</b>	<b>Benefits</b> The percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits (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 one (1) or more Limbs	100%
7. Permanent Serious Mental Impairment	100%
8. Permanent Loss of	
a) hearing in both ears	100%
b) the lens in both eyes	100%
9. Permanent Loss of	
a) hearing in one (1) ear	30%
b) the lens in one (1) eye	60%
10. Permanent Loss of	80%
a) four (4) Fingers and Thumb of either Hand, or	
b) Foot	80%
11. Burns:	
a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50%
b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	25%

12. Permanent Loss of four (4) Fingers of either Hand	50%
<b>Part A – Lump Sum Benefits, continued</b>	
<b>Events – Bodily Injury resulting in:</b>	<b>Benefits</b> The percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits (per Covered Person).
13. Permanent Loss of one (1) Thumb of either Hand: a) both joints b) one (1) joint	40% 20%
14. Permanent Loss of Fingers of either Hand: a) three (3) joints b) two (2) joints c) one (1) joint	15% 10% 5%
15. Permanent Loss 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 the Covered Person's treating Doctor and a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor (mutually agreed by Us and the Covered Person) at Our expense. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the lump sum benefit insured.  The maximum amount We will pay is 75% of the lump sum benefit insured.

## Part B – Bodily Injury Benefits

### *Part B – Bodily Injury Resulting In Surgery outside of Australia – Benefits*

Cover for an Event under this Part applies only if:

- a) an amount is shown in the Schedule against Part B Bodily Injury Resulting in Surgery Benefits;
- b) the surgery is undertaken outside of Australia; and
- c) the surgical procedure is carried out within twelve (12) months of the date of the Bodily Injury.

### **Part B – Bodily Injury Resulting In Surgery outside of Australia – Benefits**

<b>Events – Bodily Injury resulting in:</b>	<b>Benefits</b>
	The percentage of the amount shown in the Schedule against Part B- Bodily Injury Resulting in Surgery Benefits (per Covered Person).
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

### *Part B – Weekly Benefits – Bodily Injury*

Cover for an Event under this Part applies only if:

- a. an amount is shown in the Schedule against Part B – Weekly Benefits – Bodily Injury; and
- b. the Event(s) occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.

This cover is subject to the Excess Period shown on the Schedule against Part B – Weekly Benefits -Bodily Injury.

Restrictions and/or limitations on the cover provided under this Part apply for people aged 75 years or over. Refer to the ‘General Provisions Applicable to the Policy’ on page 32.

### **Part B – Weekly Benefits – Bodily Injury**

<b>Events – Bodily Injury resulting in:</b>	<b>Benefits</b>
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B – Weekly Benefits – Bodily Injury.  However, this will not exceed the percentage of Salary shown in the Schedule of the Covered Person’s Salary.
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists resulting in a reduction of at least 25% of the Covered Person’s Salary, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity.  However, the combined amount does not exceed the

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percentage of Salary shown in the Schedule of the Covered Person's Salary.

If the Covered Person is able to return to work in a reduced capacity where the Policyholder has reduced activities for the Covered Person to undertake, yet elects not to do so, then the benefit payable shall be 25% of the Covered Person's Salary.

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## Part C – Fractured Bones – Lump Sum Benefits

Cover for an Event under this Part applies only if:

- a. an amount is shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits; and
- b. the Event(s) occur within twelve (12) months of the date of Bodily Injury.

### Part C – Fractured Bones – Lump Sum Benefits

<b>Events</b> – Bodily Injury resulting in:	<b>Benefits</b> The percentage of the amount shown in the Schedule against Part D – Fractured Bones – Lump Sum Benefits (per Covered Person).
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
36. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or Other Fracture of neck, skull or spine	30%
37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
39. Nose or collarbone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Part C – Fractured Bones – Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, despite the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Schedule against Part D – Fractured Bones – Lump Sum Benefits.

## Part D – Loss of Teeth or Dental Procedures - Lump Sum Benefits

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Cover for an Event under this Part applies only if:

- a. an amount is shown in the Schedule against Part D – Loss of Teeth or Dental Procedures - Lump Sum Benefits; and
- b. the Event(s) occur within twelve (12) months of the date of Bodily Injury.

### Part D – Loss of Teeth or Dental Procedures - Lump Sum Benefits

<b>Events – Bodily Injury resulting in:</b>	<b>Benefits</b>
	The percentage of the amount shown in the Schedule against Part D – Loss of Teeth or Dental Procedures - Limit Per Tooth (per Covered Person).
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown in the Schedule against Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per Tooth shall be limited to the amount shown in the Schedule against Part D – Loss of Teeth or Dental Procedures – Limit Per Tooth.

## Additional Cover under the Policy

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### 1. Exposure

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

### 2. Disappearance

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person disappears in any manner and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that benefit after the legal representatives of the Covered Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that to the prior knowledge of the Policyholder or legal representative the Covered Person did not die as a result of a Bodily Injury.

### 3. Independent Financial Advice

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in a benefit being payable under Events 1-8, We will, in addition to payment of the benefit, and at the request of the Covered Person or Covered Person's parent or legal guardian or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-8.

However such advice must be provided by an independent financial advisor who is not a Close Relative of the Covered Person or Covered Person's parent or legal guardian and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Independent Financial Advice.

### 4. Funeral Expenses

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person suffers an Accidental Death which results in a valid claim being accepted by Us under Event 1 – Accidental Death, We will reimburse the estate of the Covered Person up to the amount shown in the Schedule against Funeral Expenses for:

- a) all reasonable funeral, burial or cremation and associated expenses; and
- b) all reasonable expenses incurred in transporting the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate.

### 5. Coma Benefit

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which:

- a) directly causes or results in the Covered Person being in a state of continuous unconsciousness; and
- b) the Covered Person or their legal representative (or if none, their next of kin) presents Us with a written opinion of a Doctor which verifies that the cause of the continuous unconsciousness was the Bodily Injury,



We will pay the Covered Person or the Covered Person's legal representative (or if none, the Covered Person's next of kin) a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the Schedule against Coma Benefit.

If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit at the rate of one-seventh (1/7<sup>th</sup>) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of weeks stated in the Schedule.

#### 6. Modification Expenses

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in a benefit being payable under Events 2 or 3, We will reimburse the Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to:

- a) modify the Covered Person's home and/or vehicle, or
- b) relocate the Covered Person to a more suitable home,

provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary or is at least likely to be substantially beneficial in managing the Covered Person's Bodily Injury.

#### 7. Terrorism Injury Benefit

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury resulting from an Act of Terrorism for which a benefit is payable under Events 1 to 8, We will, in addition to payment of the benefit, also pay the Covered Person or the Covered Person's estate the amount shown in the Schedule against Terrorism Injury Benefit.

The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the Aggregate amount shown in the Schedule against Terrorism Injury Benefit.

#### 8. Out of Pocket Expenses

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which directly results in additional expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum amount shown in the Schedule against Out Of Pocket Expenses.

However, this is provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 5, 6 or 9 applies.

#### 9. Childcare Benefit

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury preventing them from attending their scheduled Family Day Care Australia (FDCA) booking for a period greater than three (3) consecutive days and requires the Covered Person to be cared for at home or elsewhere in accordance with the instruction of a Doctor, We will pay either:

- a) loss of income incurred by the Covered Person's Parent(s) if they are unable to engage in their usual employment in order to care for the Covered Person; or
- b) the expenses necessarily incurred in engaging a qualified carer during the hours that the Covered Person would otherwise have attended their scheduled FDCA booking,

to a maximum of \$200 for each day that the Covered Person is unable to attend their scheduled FDCA booking, up to the maximum amount shown in the Schedule against Additional Cover under the Policy - Childcare Benefit.

This benefit only applies to Category 1 Covered Persons (as shown in the Schedule).

#### 11. Workplace Assault Benefit

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If during the Period of Insurance and whilst the person is a Category 2 Covered Person (as shown in the Schedule), and within the Scope of Cover, the Covered Person sustains a Bodily Injury as a result of an assault, occurring whilst performing services on behalf on the Policyholder at the premises of the Educator and/or Support Worker unless there is reasonable evidence to suggest the Covered Person provoked the assault, We will pay the Covered Person the amount shown in the Schedule against Workplace Assault Benefit.

#### 12. Workplace Trauma Benefit

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If during the Period of Insurance and whilst the person is a Category 2 Covered Person (as shown in the Schedule), and within the Scope of Cover, the Covered Person witnesses a violent criminal act whilst performing services on behalf of the Policyholder at the premises of the Educator and/or Support Worker and without sustaining a Bodily Injury, is diagnosed by a Doctor with psychological trauma directly related to witnessing the violent criminal act, We will pay the Covered Person the amount shown in the Schedule against Workplace Trauma Benefit.

#### 13. Reconstructive or Cosmetic Surgery Benefit

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person sustains a Bodily Injury which results in medically-necessary reconstructive or cosmetic surgery, and a benefit being payable under Events 2 to 19, We will pay the Covered Person an additional 10% of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the maximum benefit amount shown in the Schedule against Reconstructive or Cosmetic Surgery Benefit.

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one (1) Accident, and will be reduced by any amount payable under Events 20 to 24 in respect of the same Accident.

#### 14. Non-Medicare Medical Expenses

If during the Period of Insurance and whilst the person is a Covered Person:

- a) engaged on behalf of the Policyholder to provide services, without payment, to an educational, religious, charitable or benevolent organisation; or
- b) engaged in student activities at an educational institution,

the Covered Person suffers from a Bodily Injury, We will pay the Non-Medicare Medical Expenses incurred up to a maximum amount of \$5,000.

An excess of \$50 applies to each and every claim. The Covered Person is entitled to make a claim on the Policy before payment of the excess. If a claim is covered, the excess may be deducted from any final settlement amount that We will pay.

No cover is provided for Covered Persons engaging in voluntary work experience with the Policyholder (except to the extent that they are engaged in providing services, without payment, to an educational, religious, charitable or benevolent organisation on behalf of the Policyholder, or otherwise undertaking activities as described above).

Any benefit payable under Non-Medicare Medical Expenses is less any recovery made from any private health insurance fund with respect to the expense. No benefit is payable in respect of the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

## General Conditions Applicable to the Policy

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1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.
3. It is a condition of this Policy that cover for a Pre-Existing Medical Condition can only apply where a Covered Person has had continuous cover under a group personal accident insurance policy underwritten by Us (either under this Policy, or this and prior policy(ies) underwritten by Us) from the time:
  - treatment, medication or advice is first received or prescribed; or
  - a symptom first manifests;

of the physical defect, condition, illness or disease constituting the Pre-Existing Medical Condition until when the Event occurs (or Bodily Injury directly resulting in the Event occurring).

4. Benefits shall not be payable:
  - a) for Events 25 and 26, in excess of a total aggregate period as shown as the number of weeks (or other time period) against Part B – Weekly Benefits – Bodily Injury in the Schedule in respect of any one (1) Bodily Injury;
  - b) for Events 25 and 26, during the Excess Period;
  - c) for Events 25 and 26, after the Excess Period, in an amount which exceeds the lesser of:
    - i. the maximum sum insured shown in the Schedule against Part B Weekly Benefits - Bodily Injury, as applicable, or
    - ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule against Part B - Weekly Benefits - Bodily Injury.

For example, if:

- i. the applicable percentage is 75%; and
- ii. the maximum Sum Insured shown in the Schedule is \$2,000 x 104 weeks against Part B - Weekly Benefits - Bodily Injury; and
- iii. a Covered Person's Salary is \$1,500 per week

then the Covered Person's maximum benefit will be limited to 75% of \$1,500 x 104 weeks = \$117,000.

5. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
  - a) periodic compensation benefits payable under any disability insurance, workers' compensation or accident compensation scheme or other government entitlement; and
  - b) the amount of any sick pay received, or, at the discretion of the Policyholder, sick leave entitlement,

so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the Covered Person's Salary as shown in the Schedule against Part B - Weekly Benefits - Bodily Injury

For example, if:

- i. the applicable percentage is 75%;
- ii. the maximum benefit amount shown in the Schedule is \$1,250 x 104 weeks against Part B - Weekly Benefits - Bodily Injury;
- iii. a Covered Person's Salary is \$2,000 per week;

- iv. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above, then that Covered Person's maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 104 weeks = \$104,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 104 weeks).

- 6. Where a Covered Person is receiving benefits from Us under this Policy, is unemployed and certified by a Doctor as being able to undertake light or partial duties the Covered Person must actively Seek Employment consistent with the opinion of their Doctor.

Should a Covered Person not actively Seek Employment once medically cleared to, benefits shall be reduced to 25% of the Covered Person's Salary.

- 7. Where, in relation to benefits payable for Events 2 – 18, 25 and 26, We do not agree with the opinion given by the Covered Person's treating Doctor or to further verify the claim, We have the right (at Our own expense) to have the Covered Person examined by a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor (mutually agreed by Us and the Covered Person) at Our expense. The third Doctor's opinion will be the opinion used for the purposes of the Event.
- 8. If as a result of a Bodily Injury, benefits become payable under Parts B of the Table of Events and while the Policy or Renewal Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes then, for the purpose of applying the Excess Period only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply.
- 9. Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of Bodily Injury.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

- 10. Subject to the payments made under Additional Cover 4. Guaranteed Payment, weekly benefits for Events 25 and 26, monthly shall be payable monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of the average income per day worked based on the Covered Person's Salary for each day during which the disability continues.
- 11. All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.
- 12. With respect to Part A - Lump Sum Benefits, where the lump sum benefit is linked to the Covered Person's Salary and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.
- 13. Should a benefit be payable under this Section of the Policy that is also payable under any other insurance Policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).
- 14. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 or 26 shall cease from the date of such entitlement.

15. Where a Bodily Injury is the result of an Act of Terrorism, Air or Road Rage Incident or Carjacking Incident, the Covered Person must report to the police or other relevant local authority within a reasonably practical timeframe of the Act of Terrorism, Air or Road Rage Incident or Carjacking Incident occurring. The Covered Person must provide Us with a copy of the relevant report, where reasonably practicable to do so.

## 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 which:

1. directly or indirectly results from a Covered Person:
  - 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. directly or indirectly results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person;
3. directly or indirectly results from a Covered Person suffering from stress;
4. results from War or Civil War in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Belarus, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Russia, Somalia, Sudan or Ukraine.
5. are covered in part or whole by Medicare;
6. is covered by:
  - a) any workers compensation legislation;
  - b) any transport accident legislation;
  - c) any government sponsored fund, plan or medical benefit scheme; or
  - d) any other insurance policy required to be effected by or under law;

but only to the extent to which the loss, damage, liability, Event, Bodily Injury is in fact covered by one or more of these schemes. We will cover loss, damage or expense in excess of such other scheme or policy provided that the Covered Person or Policyholder has pursued a claim against that scheme or policy to final resolution, subject to the terms, conditions, exclusions and limits of this Policy.

7. directly or indirectly results in a claim under for Events 25 and 26, due to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom);
8. directly or indirectly results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury);
9. 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 *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules;
10. Except for Part A – Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury which is covered under any health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law. To the extent permitted by the Insurance Contracts Act 1984 (Cth), if other valid and collectible insurance is available to any Policyholder covering any loss, damage, liability, Event, Bodily Injury also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

11. results from a sickness, illness or disease.

## General Provisions Applicable to the Policy

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

### Age Limitations

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1. In respect to each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss;
  - a) cover under Part A, Events 1-19 is limited to a maximum of \$250,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - b) no benefit is payable Parts B, Events 25 and 26, (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy- five (75) years.

2. In respect to each Covered Person aged eighty (80) years or over and under ninety (90) years at the time of loss;
  - a) cover under Part A, Events 1-19 is limited to a maximum of \$100,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - b) no benefit is payable under Parts B, Events 25 and 26, (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years.

3. In respect to each Covered Person aged ninety (90) years or over at the time of loss;
  - a) cover under Part A, Event 1, (Accidental Death) and Events 3-19 are limited to a maximum of \$25,000; and
  - b) no benefit is payable under Part A, Event 2, (Permanent Total Disablement); and
  - c) no benefit is payable under Parts B, Events 25 and 26, (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

### Aggregate Limit of Liability

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1. Except as stated below, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability - Any one (1) Period of Insurance - (A). In the event this limit is reached, the amount may be reinstated with Our agreement and payment of an appropriate additional premium (plus any charges).
2. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability – Non-Scheduled Flights (B). In the event this limit is reached, the amount may be reinstated with Our agreement and payment of an appropriate additional premium (plus any charges).
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may reasonably determine. If claims made under the Policy do not exceed the above Aggregate Limits of Liability, but We have reduced payments under this condition, We will make additional payments to each affected Covered Person to reimburse the reduction in payments proportional to the remaining Aggregate Limit.



4. Subject to General Exclusion 4, Our liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability - Any one (1) event with respect to War / Civil War (C). To the extent that this provision may be inconsistent with General Exclusion 4, General Exclusion 4 will prevail.
5. Subject to General Exclusion 4, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability – Any one (1) Period of Insurance with respect to War / Civil War (D). To the extent that this provision may be inconsistent with General Exclusion 4, General Exclusion 4 will prevail.

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#### Assistance and Co-operation

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The Policyholder and Covered Persons shall co-operate with Us and upon Our reasonable request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. We will keep the Policyholder apprised of the status of any proceedings, informed of material developments and consulted where appropriate. In that regard, the Policyholder and Covered Persons (where relevant and to the extent it is within the Policyholder and/or the Covered Person's power) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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#### Breach of Conditions

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If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim to the Policyholder or Covered Person in breach if the claim is substantially affected by the breach, to the extent permitted by law.

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#### Cancellation

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The Policyholder 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 the Policyholder's 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 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

If the Policy is cancelled by Us or the Policyholder, and providing that no claim has been paid, We Will refund the Premium paid on a pro-rata basis taking into account the period of time in which the Policy has been in place, less any charges or taxes which We are unable to recover.

If the Policy is cancelled by Us or the Policyholder, and a claim has been paid, We may refund a portion of the Premium paid. In determining whether We refund any part of the Premium, We will take into account various factors including but not limited to, the value of the Premium, the period of time in which the Policy has been in place, the value of the claims that have been paid under the Policy, and any charges or taxes which We are unable to recover.

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#### Change of Business Activities

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The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which to the knowledge of the Policyholder or of a reasonable person in the position of the Policyholder would increase the risk of a claim being made under this Policy. Examples of such changes include, but is not limited to, an increase in the number of Covered Persons, a change from office based risk to field based risk or commencing use of Non-Scheduled Flights.

## Currency

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All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

## Due Diligence

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The Policyholder and all Covered Person(s) will exercise due diligence in undertaking all reasonable steps to avoid or reduce any loss under the Policy including but not limited to complying with applicable workplace health and safety laws.

## 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.

## Notice of Claim

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The Claimant 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 Claimant'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 Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require and which are within the Claimant's power to provide. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

## Other Insurance

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

## 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.

## Sanctions Clause

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This insurance 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 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 national 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 but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## 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.

## Subrogation

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If We pay an amount under the Policy, We shall be subrogated to the Claimant's rights to recover an equivalent sum to what we have paid against any person or entity other than the Policyholder, Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers

and do whatever else is reasonably necessary and within their power to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss the subject of the claim from that party or another party.

## 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 insure as well as individuals purchasing travel and personal accident insurance.

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

## Contact Us

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