

# Australian Trainers' Association (ATA) Individual Personal Accident & Sickness Insurance

Policy Wording & Product Disclosure  
Statement (PDS)

1st August 2018 to 1st August 2019 at 4:00pm

CHUBB®

Accident & Health

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# Australian Trainers' Association Individual Personal Accident & Sickness Insurance

## Policy Wording & Product Disclosure Statement (PDS)

### Important Information

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#### 1. About this Group Personal Accident & Sickness 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 July 27, 2016. 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 (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

### 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 and Sickness*

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 or Sickness. 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 or date the Covered Person first sought treatment for and/ or advice in relation to the Sickness from a Doctor or Dentist, and
  - where the Bodily Injury or date the Covered Person first sought treatment and/or advice in relation to the Sickness from a Doctor or Dentist occurs during the Period of Insurance, and
  - with respect Benefits B1, B2 and C (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 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); and

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 age seventy-five (75) years. Refer to page 25 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 ends

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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 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.

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)

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 10 Premium description 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 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

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 26 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](#).

### *Why We collect Your Personal Information*

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. 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.

### *How We obtain Your Personal Information*

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?*

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*

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*

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 of 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:

Where your request concerns **Chubb Insurance Australia Limited** please return the form 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*

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

## 10. Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

#### *Stage 1 – Complaint Handling Procedure*

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

The Complaints Officer  
Chubb Insurance Australia Limited GPO Box 4065  
Sydney NSW 2001  
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*

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 Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### *Stage 3 – External Dispute Resolution*

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia GPO Box 3  
Melbourne VIC 3001  
O 1800 367 287  
F +61 3 9613 6399  
E [info@fos.org.au](mailto:info@fos.org.au) [www.fos.org.au](http://www.fos.org.au)

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

## 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 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.

### *Nonpayment 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.

## 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 <https://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 except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this 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 an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

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

You do not need to tell us anything that:

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

##### *If you do not tell us something*

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

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

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.

## 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 occurring as a result of a Bodily Injury.

**ATA** means the Australian Trainers’ Association. It is the contracting insured under the Policy with Us.

**Benefit Period** means the maximum period of time for which a benefit is payable under Events 25, 26, 27 and/or 28 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 or any Pre-Existing Medical Condition.

**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 where the opposing parties are of different ethnic religious or idealistic groups.

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

**Close Relative** means Parent, Spouse/ Partner or child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), or stepchild.

**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 as follows:

- a) they are a full financial member of the ATA;
- b) they have properly completed the required application for access to this insurance, including signing all required declarations;
- c) their application and application fee has been received by Jardine Lloyd Thompson Pty Limited;
- d) they have not reached the age of eighty-six (86); and
- e) they have not been removed from access by their own request or by Us providing written notice to them of this (We may only give notice in situations where the person has failed to comply with the terms and conditions of this Policy Wording and were they the insured, We would have been entitled to cancel for the conduct under the Insurance Contracts Act 1984 (Cth)); and who therefore has access to all tiers of cover under the Policy
- f) they are a licensed Australian thoroughbred racehorse trainer with a current and valid license; A Covered Person must also be a person 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 operation of Section 48 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 Covered Person's attending 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, a member of the immediate family of the Covered Person; or
- d) an Employee of the Policyholder.

**Doctor** means a Covered Person's attending 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, a member of the immediate family of the Covered Person; or
- d) an Employee of the Policyholder.

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

**Event(s)** means the Event or series of Events resulting from one occurrence described in the relevant Table of Events set out in this Policy.

**Excess Period** means the period of fourteen (14) days following Benefits B1 or B2 – Events 21, 22, 23 or 24 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.

**Income** means: in the case of a self-employed 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 Disablement.

(whichever is relevant) or over such shorter period as they have been self- employed.

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

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

**Loss** means in connection with:

- a) a Limb, Permanent physical severance 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;
- c) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

**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 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 Policy or such shorter time if the Policy is terminated by Us or the ATA and for which cover applies under the Policy.

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

**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 disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

**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), agreed to between the ATA and Us.

**Policyholder** means ATA 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 immediately prior to becoming a Covered Person under the Policy; or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect, condition, illness or disease will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been employed by the Policyholder and covered under a group personal accident and sickness insurance policy underwritten by Us and 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 and sickness insurance underwritten by Us and held by the Policyholder immediately prior to the Policy.

**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. Professional Sport does not mean any activity associated with licensed thoroughbred race horse training.

**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 individual personal accident and sickness insurance policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

**Replacement** means any person in the Covered Person's service including contractors, sub-contractors and/or self-employed persons undertaking work on the Covered Person's behalf. A Replacement cannot be persons who are:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- d) a person who resides with the Covered Person (unless it can be demonstrated the Replacement generates an income through or from an independent business the equivalent to that carried out by the Covered Person).

**Routine Duties** means all duties the Covered Person was able to perform prior to the Bodily Injury or Sickness. These include duties associated with domestic, farming and business activities (note: business duties are not limited to duties associated solely with being a licensed Australian thoroughbred racehorse trainer). The inability to perform these duties must be certified by a Doctor.

**Seek Employment** means the Covered Person being registered with the government agency or department in their Country of Residence 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 two (2) new job applications per week.

**Sickness** means any illness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person. It does not mean any Pre-Existing Medical Condition.

**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.

**Specially Designated List** means names of a person, entities, groups, or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

**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.

**Temporary Disablement** means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in Routine Duties or income earning occupational duties in part or in full. . 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 permanent tooth but does not include first or milk teeth, 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 and Sickness

### Extent of Cover

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

#### *Bodily Injury*

If during the Period of Insurance and whilst the person is a Covered Person, 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 Benefits A, B1, B2 or B3, 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 Benefits B1, B2 or B3, 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.

#### *Sickness*

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from Sickness which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Part C, We will pay the corresponding benefit shown on the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date the Covered Person first sought treatment for and/or advice in relation to the Sickness from a Doctor or Dentist; and
- b) with respect to Benefits B1, B2 or B3, 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.

### Table of Events

<b>Benefit A - Lump Sum Benefits</b>	
<b>Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits</b>	
<b>Events</b>	<b>Benefits</b>
Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	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 use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Loss of	
a) hearing in both ears	100%
b) the lens in both eyes	100%

## Benefit A - Lump Sum Benefits, continued

Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits

Events Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	Benefits The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person).
9. Permanent Loss of <ul style="list-style-type: none"> <li>a) hearing in one (1) ear</li> <li>b) the lens in one (1) eye</li> </ul>	20% 60%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Burns: <ul 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> </ul>	50% 25%
12. Permanent Loss of use of four (4) Fingers of either Hand	40%
13. Permanent Loss of use of one (1) Thumb of either Hand: <ul style="list-style-type: none"> <li>a) both joints</li> <li>b) one (1) joint</li> </ul>	30% 15%
14. Permanent Loss of use of Fingers of either Hand: <ul style="list-style-type: none"> <li>a) three (3) joints</li> <li>b) two (2) joints</li> <li>c) one (1) joint</li> </ul>	15% 10% 5%
15. Permanent Loss of use of Toes of either Foot: <ul style="list-style-type: none"> <li>a) all - one (1) Foot</li> <li>b) great - both joints</li> <li>c) great - one (1) joint</li> <li>d) other than great - each Toe</li> </ul>	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.	<p>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 be the Covered Person's treating Doctor and the remaining two (2) will be appointed by Us.</p> <p>In the event of a disagreement, the amount payable will be the average of the three (3) opinions.</p> <p>The maximum amount We will pay is 75% of the lump sum benefit insured.</p>

## Benefit B1 - Routine Duties Benefit - Bodily Injury

<b>Events – Both can be claimed for where relevant</b> Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.	<b>Benefits</b>
20. Temporary Disablement resulting in the inability of the Covered Person to carry out any/all of their Routine Duties, which reasonably necessitates the employment of a Replacement to carry out Routine Duties that cannot be carried out by the Covered Person where this has been certified by a Doctor as being necessary for the recovery of the Covered Person.	From the date of Temporary Disablement and whilst the Temporary Disablement persists, We will, for the Benefit Period, pay reasonably and necessarily incurred costs of hiring a suitable Replacement to perform the relevant duties up to a maximum , but not exceeding the Covered Person’s pre-disability Income.
21. Temporary Disablement resulting in the inability of the Covered Person to resume Routine Duties and continue to require a Replacement, after the expiration of the Benefit Period as noted in the Policy.	Standard (Bronze) cover, Advanced (Silver) cover or Superior (Gold) cover as stated in the Schedule and selected by the Covered Person.

## Benefit B2 – Inability to carry out usual Income-earning occupation - Bodily Injury

<b>Events – Both can be claimed for where relevant</b> Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.	<b>Benefits</b>
22. Temporary Disablement due to Bodily Injury resulting in the inability of the Covered Person to carry out any/all of their Income earning occupation where this has been certified by a Doctor.	From the date of Temporary Disablement and whilst the Temporary Disablement persists, We will, for the Benefit Period, reimburse the Covered Person up to a maximum weekly amount shown in the Policy, but not exceeding the Covered Person’s weekly pre-disability Income.
23. Temporary Disablement due to Bodily Injury resulting in the inability of the Covered Person to resume their Income earning occupation after the expiration of the Benefit Period.	\$7,500

## Benefit B3 - Fractured Bones - Lump Sum Benefits

Events Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits (Per Covered Person).		
	Options		
	Standard (Bronze) Benefits Shown as a percentage of \$5,000	Advanced (Silver) Benefits Shown as a percentage of \$6,000	Superior (Gold) Benefits Shown as a percentage of \$7,500
24. Neck, skull or spine (Complete Fracture)	100%		
25. Hip	75%		
26. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%		
27. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or Other Fracture of neck, skull or spine	30%		
28. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%		
29. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%		
30. Nose or collarbone	20%		
31. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%		
32. 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 against the option the Covered Person has elected for Benefit B3 - Fractured Bones - Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of two hundred and fifty (\$250) dollars.

## Benefit C - Inability to carry out usual Income earning occupation Benefits - Sickness Benefits

Events	Benefits
<p>Note: the following Event(s) must occur within twelve (12) months of the date Covered Persons first sought treatment for or advice in relation to a Sickness from a Doctor or Dentist and whilst the Policy or Renewal Policy is in force.</p>	
<p>33. Temporary Disablement due to Sickness resulting in the inability of the Covered Person to carry out any/all of their Income earning occupation where this has been certified by a Doctor.</p>	<p>From the date of Temporary Disablement and whilst the Temporary Disablement persists, We will, for the Benefit Period, reimburse the Covered Person up to a maximum weekly amount shown in the Policy, but not exceeding the Covered Person's weekly pre-disability Income.</p>
<p>34. Temporary Disablement due to Sickness resulting in the inability of the Covered Person to resume their Income earning occupation after the expiration of the Benefit Period.</p>	<p>\$7,500</p>

## 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, 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, the Covered Person disappears in any manner whatsoever 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 Policyholder or 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 the Covered Person did not die as a result of a Bodily Injury.

### 3. Travel Expenses

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If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury which results in benefits being payable under Benefit B1, B2 or B3, We will pay twenty-five (\$25) dollars for each day the Covered Person must travel more than fifty (50) kilometers from his or her usual residence to seek medical treatment by a Doctor as a result of the Bodily Injury.

### 4. Guaranteed Payment

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If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25 or 27, provided that medical evidence is presented from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, and We agree with this certification, We will pay at the time of first payment twelve (12) weeks benefits. Note that any guaranteed payment shall still not exceed the total maximum Benefit Period as shown in the Schedule.

### 5. Emergency Accommodation

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If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury which results in benefits being payable under Benefit B1, B2 or B3, We will pay fifty (\$50) dollars for each day that a Close Relative is accommodated at a location more than one hundred (100) kilometers from the Close Relative's usual residence whilst the Covered Person is confined as an inpatient as a result of the Bodily Injury causing Temporary Total Disablement. Compensation under this Benefit shall be limited to two hundred and fifty (\$250) dollars per Event.

### 6. Rehabilitation Expenses

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If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which a benefit is payable under Benefit B1, B2, or B3, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice for a Covered Person by a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and that evidence is presented from a Doctor certifying the tuition or advice is medically necessary. Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount shown in the Schedule against Tuition or Advice Expenses.

## 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 to 19 in respect of the same Bodily Injury.
3. Benefits shall not be payable:
  - a) for Events 20, 21, 22 and 33 in excess of a total aggregate period as shown against Benefit B1, B2 or C in the Schedule in respect of any one (1) Bodily Injury or Sickness;
  - b) for Events 20, 21, 22 and 33 during the Excess Period;
  - c) for Events 20, 21, 22 and 33 after the Excess Period, in an amount which exceeds the lesser of:
    - i. the maximum benefit amount shown in the Schedule against Section 1, Benefit B1, B2, or C, as applicable, or
    - ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule Benefit B1, B2 or C.

For example, if:

- i. the applicable percentage is 75%; and
    - ii. the maximum Sum Insured shown in the Schedule is \$2,000 x 156 weeks against Benefits B1, B2 or C; and
    - iii. a Covered Person's Salary is \$1,500 then that Covered Person's maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500
  - d) unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the first date of treatment for or advice in relation to any Sickness giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Doctor or Dentist. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. e) for more than one (1) of Events 20, 21, 22 or 33 that occur for the same period of time.
4. The amount of any benefit payable for Temporary Disablement will be reduced by the amount of any:
  - a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
  - b) any disability insurance or government entitlement or 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 Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.

For example, if:

- i. the applicable percentage is 75%;
    - ii. the maximum benefit amount shown in the Schedule is \$1,250 x 156 weeks against Benefits B1, B2 or C;
    - iii. a Covered Person's Salary is \$2,000;
    - 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 156 weeks = \$156,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 156 weeks).

5. Where a Covered Person 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, benefits shall be reduced to 25%.
6. Where, in relation to benefits payable for Events 2, 20, 21, 22 and 33, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person 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 an independent Doctor's opinion which will be the opinion used for the purposes of the definitions of Permanent Total Disablement, and Temporary Disablement.
7. If as a result of a Bodily Injury or Sickness, benefits become payable under Benefits B1, B2 or C of the Table of Events and while the Policy or Renewal Policy is in force, the Covered Person suffers a recurrence of Temporary 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 or Sickness and a new Excess Period will apply.

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.

8. Subject to the Guaranteed Payments referred to in Additional Benefits under Benefits B1, B2 or C, point 4, We will pay weekly benefits for Events 20, 21, 22 and 33 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 one-seventh (1/7th) of the weekly benefit for each day during which disability continues.
9. 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.
10. If as a result of Bodily Injury, the Covered Person becomes entitled to a benefit under Benefit A, Events 1-19, all benefits payable under Benefit A shall be offset by any amounts already paid under Benefits B1, B2 or B3 and no further benefits shall be payable for that Bodily Injury.
11. Benefit C is not payable in the event that Benefit B1 or B2 is payable for the same period of Temporary Disablement.

## 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 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. results from any intentional self - injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person;
3. results from War or Civil War in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan;
4. results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
5. are covered by:
  - a) Medicare;
  - b) any workers compensation legislation;
  - c) any transport accident legislation;
  - d) any common law entitlement;
  - e) any government sponsored fund, plan or medical benefit scheme; or
  - f) any other insurance policy required to be effected by or under law;
6. results in a claim under for Events 20, 21, 22 or 33 due to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom);
7. results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury);
8. 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.

## 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*

1. In respect to each Covered Person aged sixty-five (65) years or over and under seventy-five (75) years at the time of loss, no benefit is payable under Benefit C, Events 32 and 33.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of sixty-five (65) years.

2. In respect to each Covered Person aged seventy-five (75) years or over and under eighty-five (85) years at the time of loss;
  - a) no benefit is payable under Benefit B1, or B2, Events, 20, 21, 22 or 23; and
  - b) no benefit is payable under Benefit C, Events 32 and 33

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.

3. In respect to each Covered Person aged eighty-five (85) years or over at the time of loss, no further benefits are payable under this Policy and all cover shall cease.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty-five (85) years.

### *Aggregate Limit of Liability*

1. Except as stated below, Our total liability for all claims arising under the Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (A).
2. Our total liability for all claims arising under the Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the 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 (B).
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 determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.
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 (C).
5. 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 (D).

### *Assistance and Co-operation*

The Policyholder and Covered Persons 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 organization who may be liable to the Policyholder because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and Covered Persons (where relevant) 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.

#### *Breach of Conditions*

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 extent permitted by law.

#### *Cancellation*

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 1984 by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act 1984.

If the Policy is cancelled by either the Policyholder 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.

#### *Change of Business Activities*

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under this Policy.

#### *Claim Offset*

Except for Part A – Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury or Sickness which is covered under any other insurance policy, 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 other insurance policy, 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.

#### *Currency*

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*

The Policyholder and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

#### *Headings*

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*

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. 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.

#### *Other Insurance*

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*

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*

This insurance does not cover or pay claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated List or 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.

#### *Singular/Plural*

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

#### *Subrogation*

If We pay an amount under the Policy, We shall be subrogated to all of the Claimant's rights to recovery 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 necessary 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 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 over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

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

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**Chubb. Insured.<sup>SM</sup>**

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