

Work From Home Group Personal Accident Insurance

Policy Wording & Product
Disclosure Statement (PDS)

CHUBB®



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Work From Home Group Personal Accident Insurance

Policy Wording

Important Information

1. About this Work From Home Group Personal Accident Insurance PDS

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 1 September 2020. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

Chubb PDS reference code is: 20PDSWFH01.

2. About the Insurer

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 and on request.

3. Summary of Insurance

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, definitions, limitations, conditions and exclusions.

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

Also note that each aspect of cover is only provided if it is specified as being applicable in the Schedule.

What We cover

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

The cover in the Policy is subject to specific terms, conditions and exclusions (including benefit limits) which are described under the sections of the Policy that describe the benefits as well as under the following sections:

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

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;
- Whilst this Policy has no upper age limit, there is reduced cover for Covered Persons aged seventy-five (75) years or over. Refer to page 24 General Provisions Applicable to the Policy for these details; and
- 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) or the *National Health Act, 1953* (Cth).

This Policy should be read fully to decide whether this cover is suitable.

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

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.

We do not hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement.

The Policyholder:

- a) is not authorised by Us to provide any financial product advice, recommendations or opinions about the insurance; and
- b) 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 Eligibility Criteria and becomes a Covered Person; and
- b) ends at the earliest of the following events:
 - i. when the relevant person no longer meets the Eligibility Criteria; 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 Applicable to the Policy 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;
- the Premium payable by the Policyholder (see page 9 Premium clause);
- 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

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 24 Cancellation clause).

8. Renewal Procedure

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

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 or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

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 and return to:

Email:
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.

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

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

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

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

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

Stage 2 – Internal Dispute Resolution Procedure

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

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

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

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

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

Stage 3 – External Dispute Resolution

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

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

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

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.

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

12. Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973 (Cth)* (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001 (Cth)*. We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

13. Updating this PDS

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 publish the updated information on our website at www.chubb.com/au or issue the Policyholder with notice of this information. A paper or electronic copy of any updated information is available to the Policyholder at no cost by contacting Us.

14. How to Contact Us

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

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

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.

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.

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.

It does not mean any Degenerative Medical Condition, or any Pre-Existing Medical Condition, or any Sickness.

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, 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.

Complex Fracture means a fracture in which the bone, in the opinion of a Doctor:

- a) has broken completely and pieces have separated from each other with no connection left between the pieces; or
- b) has a small or tiny crack in the bone,

and requires surgery.

Covered Person means a person that meets the Eligibility Criteria 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 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.

Degenerative Medical Condition means any condition that has gradually developed over time, including wear and tear or damage due to a repetitive motion that affects the Covered Person's musculoskeletal system.

Doctor means a Covered Person's attending doctor or specialist who is registered or licensed to practice medicine under Australian law, other than:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person; or
- d) an Employee of the Policyholder.

Eligibility Criteria means that for person to be eligible for cover under this Policy they:

- a) must be an Employee of the Policyholder; and
- b) must be a Resident of Australia.

Employee means any person in the Policyholder's service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Policyholder's behalf.

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.

Exercise means a non-contact recreational activity which the Covered Person undertakes to sustain or improve their health and fitness such as walking, jogging, cycling, swimming, attending a gym, pilates, yoga or any similar activity.

It does not mean a Hazardous Activity or Sport.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Hazardous Activity means pastimes and activities that involve an inherent degree of danger and increased risk, including but not limited to:

- a) activities involving the use of weapons, explosives or fireworks;
- b) flying in any aircraft, hang gliding, paragliding, skydiving, parachuting, ballooning, bungee jumping or other form of aerial activity;
- c) free-diving, scuba diving, snorkeling or other activities where the use of equipment to aid breathing underwater is required;
- d) horse riding or related activities;
- e) martial arts or boxing or any similar combative sport or activity, including sparring;
- f) rock or mountain climbing, abseiling; B.A.S.E jumping or any similar sport or activity;
- g) off-road riding of a motorcycle (such as road bikes, dirt bikes, trail bikes, motocross bikes, quad bikes) or bicycle (such as BMX, mountain biking), or the driving or riding of any other type of power-assisted off-road buggy, kart, snow mobile or other vehicle;
- h) racing or contests of any kind involving any type of motor vehicle, motor cycle, or power boat;
- i) skateboarding, longboarding, skating, rollerblading or any similar sport or activity;
- j) snow or ice-based activities of any kind, including but not limited to ice skating, sledding, snow skiing and snowboarding;
- k) underground activities; and
- l) water based activities of any kind, other than swimming as Exercise; including but not limited to boating, canoeing or kayaking, fishing, jet skiing, paddle boarding, surfing of any form, water skiing (or any other activity that involves being towed by a watercraft).

Home means the Covered Person's usual place of residence or other location(s) as agreed by the Policyholder for the Covered Person to undertake their business duties.

Home Office means a working environment which is set up in accordance with the Occupational Health and Safety (OHS) standards of the Policyholder enabling the Covered Person to perform their business duties at Home.

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;
- d) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

Non-union means a fracture which has no possibility of naturally healing without further medical intervention as determined by a Doctor or osteopath.

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.

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child.

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 twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period is beyond hope of improvement in the opinion of a Doctor.

Permanent Partial Disablement means where in the opinion of a Doctor:

- a) the Covered Person has suffered a Bodily Injury resulting in the Covered Person being able to perform some but not all of their ordinary work functions or being able to perform their work functions in a partial but not full capacity 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 is beyond hope of improvement.

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

- a) the Covered Person has suffered a Bodily Injury causing the Covered Person to be entirely incapable 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 is 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).

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, physiotherapist, chiropractor, osteopath or any other allied health professional in the twelve (12) months 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 continuously covered under a work from home group personal accident 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 work from home group personal accident 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.

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

Resident of Australia means an Australian or New Zealand citizen, or a holder of an Australian permanent residency visa, partner/spouse visa, Australia skilled migrant visa or a student visa:

- a) with a right to entry into Australia in accordance with their citizenship, residency or visa;
- b) with access to long-term medical care in Australia;
- c) who has a permanent residential address in Australia; and
- d) who currently resides in Australia.

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

Serious Sprain, Strain and/or Tear means an acute Bodily Injury to a muscle, tendon and/or ligament with a grade two (2) or grade three (3) medical classification where the Bodily Injury results in surgery and/or a period of at least two (2) weeks immobilization as diagnosed by a Doctor with the supporting evidence of a CT scan, and/or MRI and/or X-ray imaging.

Sickness means any illness or disease of the Covered Person.

Simple Fracture means a fracture in which the bone, in the opinion of a Doctor:

- a) has broken completely and pieces have separated from each other with no connection left between the pieces; or
- b) has a small or tiny crack in the bone,

and does not require surgery.

Sport means an activity involving exertion and/or skill which an individual or team participates in, or competes against another or others for entertainment, enjoyment or fitness; including but not limited to:

- a) ball sports;
- b) bat, racket or stick sports;
- c) cycling sports;
- d) snow sports;
- e) track and field sports;
- f) water sports.

It does not mean an Exercise.

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 Event.

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 or Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020) who is the insurer/issuer of the Policy.

Working From Home means where a Covered Person is working from their Home Office as authorised by the Policyholder and is extended to include minor activities undertaken during the course of the Covered Person's usual working day, such as Exercise, household chores, meal breaks and school drop off or pick up.

It does not mean where the Covered Person is travelling on behalf of the Policyholder and/or commuting in the capacity of the Covered Person's normal or required business duties.

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

Personal Accident

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 occurs whilst Working From Home and results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B and/or C, We will pay the Policyholder the corresponding benefit shown in the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b) an amount is shown in the Schedule for the Event(s).

Table of Events

Part A - Lump Sum Benefits

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).
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 <ol style="list-style-type: none">a) Loss of hearing in both earsb) loss of the lens in both eyes	100% 100%
9. Permanent <ol style="list-style-type: none">a) Loss of hearing in one (1) earb) loss of the lens in one (1) eye	30% 60%
10. Permanent loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns: <ol style="list-style-type: none">a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external bodyb) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external bodyc) burns to more than 50% of the face, requiring surgical debridement and/or graftingd) burns to more than 50% of both Hands, requiring surgical debridement and/or graftinge) burns to more than 50% of one (1) Hand, requiring surgical debridement and/or grafting	50% 25% 25% 15% 10%
12. Permanent loss of use of four (4) Fingers of either Hand	50%

13. Permanent loss of use of one (1) Thumb of either Hand: a) both joints b) one (1) joint	40% 20%
14. Permanent loss of use of Fingers of either Hand: a) three (3) joints b) two (2) joints c) one (1) joint	15% 10% 5%
15. Permanent loss of use of Toes of either Foot: a) all - one (1) Foot b) great - both joints c) great - one (1) joint d) other than great - each Toe	15% 5% 3% 1%
16. Fractured leg or patella with established Non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1%
19. Permanent Partial Disablement	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by a Doctor (subject to general condition 5 on page 22). The maximum amount We will pay is 75% of the lump sum benefit insured.

Part B - Fractured Bones - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B - 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 B - Fractured Bones - Lump Sum Benefits (per Covered Person).
20. Neck; skull; spine a) Complex Fracture b) Simple Fracture	100% 30%
21. Hip (Complex Fracture or Simple Fracture)	75%
22. Jaw; rib, pelvis, leg Limb; arm Limb a) Complex Fracture b) Simple Fracture	50% 20%
23. Cheekbone or shoulder a) Complex Fracture b) Simple Fracture	50% 30%
24. Arm, elbow, wrist or ribs a) Complex Fracture b) Simple Fracture	25% 10%
25. Nose or collarbone (Complex Fracture or Simple Fracture)	20%
26. Finger, Thumb, Foot, Hand or Toe (Complex Fracture or Simple Fracture)	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 B - 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 5% of the amount shown in the Schedule against Part B - Fractured Bones - Lump Sum Benefits.

Part C – Serious Sprains, Strains and Tears - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C – Serious Sprains, Strains and Tears - 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 C – Serious Sprains, Strains and Tears- Lump Sum Benefits (per Covered Person).

27. Serious Sprain, Strain and/or Tear

100%

The maximum benefit payable for any one (1) Bodily Injury resulting in a Serious Sprain, Strain and/or Tear shall be the amount shown on the Schedule against Part C – Serious Sprains, Strains and Tears - Lump Sum Benefits.

The maximum aggregate amount We will pay for all claims for any one (1) Covered Person for Event 29 during any one (1) Period of Insurance shall not exceed the aggregate amount shown in the Schedule against Part C – Serious Sprains, Strains and Tears- Lump Sum Benefits.

Additional Cover Under The Policy

1. Off Work Inconvenience Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home which directly results in the Covered Person being unable to work in any capacity for the Policyholder for at least seven (7) consecutive days following the Accident, then We will pay the Policyholder the lump sum benefit amount shown in the Schedule against Off Work Inconvenience Benefit.

2. Replacement Staff/Recruitment Costs

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Part A – Lump Sum Benefits for either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will pay to the Policyholder the reasonable costs incurred by the Policyholder for recruitment of a replacement employee up to the maximum amount shown in the Schedule against Replacement Staff/Recruitment Costs. Costs must be incurred within sixty (60) days of the Event and be necessary for the continuation of the Policyholder's business. This cover is subject to the Policyholder giving Us a signed declaration (in the form required by Us) that any amount paid to the Policyholder will be repaid to Us, if it is later found by Us that a valid claim did not or will not eventuate.

3. Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home which results in a benefit being paid under Event 1, We will reimburse the Policyholder up to the amount shown in the Schedule against Funeral Expenses for:

- a) all reasonable funeral, burial or cremation and associated expenses; or
- 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.

4. Recovery Assistance Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home which directly results in the Covered Person being admitted to hospital, We will pay the Policyholder the lump sum benefit amount shown in the Schedule against Recovery Assistance Benefit.

5. Ergonomic Injury Support Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is diagnosed by a Doctor as suffering from an ergonomic or postural injury caused or contributed to by the Covered Person Working From Home, We will pay the Policyholder the lump sum benefit amount shown in the Schedule against Ergonomic Injury Support Benefit for professional Occupational Health and Safety (OHS) consultancy advice with respect to the modifying and improvement of the working conditions of the Home Office to prevent a future ergonomic or postural injury.

We will only pay this benefit if the Covered Person and Policyholder have agreed in writing prior to the ergonomic or postural occurring, that the Home Office working conditions meet the required Occupational Health and Safety (OHS) standards of the Policyholder.

6. Unexpired Membership Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home which results in a benefit being paid under Events 2 to 8, and it is certified by a Doctor as preventing the Covered Person from continuing their participation in any Sport or

gym activity for which they have pre-paid a membership, association or registration fee, We will pay the Policyholder a pro-rata refund of such fees paid by the Covered Person for the current season or membership period, up to the amount shown in the Schedule against Unexpired Membership Benefit.

7. Corporate Image Protection

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home, and in Our opinion this is likely to result in a valid claim under the Policy with respect to either:

- a) Event 1 - Accidental Death; or
- b) Event 2 - Permanent Total Disablement,

We will reimburse the Policyholder up to the amount shown in the Schedule against Corporate Image Protection for costs (other than the Policyholder's own internal costs) incurred by the Policyholder for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred directly in connection with such a Bodily Injury, to protect and/or positively promote the Policyholder's business and image and are subject to the Policyholder giving Us a signed declaration (in the form required by Us) that any amount paid to the Policyholder will be repaid to Us, if it is later found by Us that a valid claim did not or will not eventuate. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Corporate Image Protection.

8. Partner Retraining Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home for which a benefit is paid under Events 1 or 2, We will reimburse the Policyholder up to the amount shown in the Schedule against Partner Retraining Benefit for the costs incurred by the Policyholder for the training or retraining of the Covered Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Covered Person.

Provided always that:

- a) the training is provided by a recognised institution with qualified skills to provide such training; and
- b) all such expenses are incurred within twenty-four (24) months from the date the Covered Person suffered the Bodily Injury for which the claim depends.

9. Childcare Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home for which a benefit is paid under Events 2 to 8, We will pay the Policyholder the actual and reasonable expenses necessarily incurred by the Covered Person for the services of a registered childcare provider up to the amount stated in the Schedule against Childcare Benefit, but only in respect of additional costs that would not have been incurred if the Covered Person had not suffered the Bodily Injury.

10. Reconstructive or Cosmetic Surgery Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home which directly results in medically-necessary reconstructive or cosmetic surgery (as certified by a Doctor), and a benefit being paid under Events 2 to 17, We will pay the Policyholder an additional 10% of the benefit amount payable under Events 2 to 17 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.

11. Terrorism Injury Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury whilst Working From Home resulting from an Act of Terrorism for which a benefit is paid under Events 1 to 8, We will, in addition to payment of the benefit, also pay the Policyholder 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.

General Conditions Applicable to the Policy

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2 to 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. Where more than one Event occurs in respect of the same Bodily Injury, we will pay the benefit payable under the Event with the greatest benefit.
3. If a Covered Person suffers a Bodily Injury resulting in Event 29, but that Bodily Injury is a recurrence of a same or related Serious Sprain, Strain and/or Tear suffered by the Covered Person in the preceding six (6) months, whether during the Period of Insurance or during the period of insurance under any other work from home group personal accident insurance policy underwritten by Us and held by the Policyholder immediately prior to the Period of Insurance, We shall deem this a continuation of the originally claimed upon Serious Sprain, Strain and/or Tear, and as such no further benefit shall be payable under Event 29.
4. In relation to benefits payable for Event 2, We have the right (at Our own expense) to have the relevant Covered Person examined by a doctor or specialist of Our choice (who is registered or licensed to practice medicine under Australian law). If the doctor (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor appointed by the Covered Person, We will obtain an independent doctor's opinion (who is registered or licensed to practice medicine under Australian law) which will be the opinion used for the purposes of the definition of Permanent Total Disablement.
5. In relation to benefits payable for Event 19, We have the right (at Our own expense) to have the relevant Covered Person examined by a doctor or specialist of Our choice (who is registered or licensed to practice medicine under Australian law). If the doctor (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor appointed by the Covered Person, We will obtain an independent doctor's opinion (who is registered or licensed to practice medicine under Australian law) which will be the opinion used for the purposes of the definition of Permanent Partial Disablement and for determining the percentage reduction in whole bodily function.
6. 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.
7. Should a benefit be payable under this Policy that is also payable under any other insurance Policy insured with Us, our total liability under all policies shall be limited to the amount of the loss (subject always to the applicable benefit limits).

General Exclusions Applicable to the Policy

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 or Bodily Injury which:

1. directly or indirectly results from a:
 - a) Pre-Existing Medical Condition;
 - b) Degenerative Medical Condition; or
 - c) Sickness.
2. directly or indirectly results from a Covered Person:
 - a) training for, practicing and/or participating in any Hazardous Activity or Sport (other than Sport which is arranged by and/or sanctioned by the Policyholder);
 - b) being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%;
 - c) being under the influence of any drug, unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice but is not for the treatment of addiction to illegal drugs;
 - d) sustaining a Bodily Injury outside of Australia.
3. directly or indirectly results from the Covered Person's Home Office working conditions not meeting the required Occupational Health and Safety (OHS) standards of the Policyholder, in circumstances where the Covered Person and Policyholder have not agreed in writing, prior to the Bodily Injury occurring, that the Home Office working conditions meet the required Occupational Health and Safety (OHS) standards of the Policyholder.
4. directly or indirectly results from any intentional:
 - a) self-injury, suicide, reckless misconduct;
 - b) any illegal or criminal act;that is committed by the Policyholder or a Covered Person.
5. directly or indirectly results from War or Civil War.
6. is 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;
 - f) any other insurance policy required to be effected by or under law.
7. would result in Us 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.

General Provisions Applicable to the Policy

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 Limitation

1. In respect to each Covered Person aged seventy-five (75) years or over at the time of the Event, no benefit is payable under Part C – Serious Sprains, Strains and/or Tears – Lump Sum Benefits.

This will not prejudice any entitlement to claim benefits for Serious Sprains, Strains and/or Tears that occurred before a Covered Person attained the age of seventy-five (75) years.

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

This will not prejudice any entitlement to claim benefits for Events which occurred before a Covered Person attained the age of ninety (90) 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 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.
2. In the event that claims are made under the Policy which exceed the Aggregate Limit of Liability, then the amount by which claims exceed the limit will be proportionally reduced.

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 organisation 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.

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 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 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 material alteration in the Policyholder's business activities which increases the risk of a claim being made under this Policy.

A material alteration in the Policyholder's business activities which increases the risk of a claim being made under this Policy includes any changes to the business duties conducted by Covered Persons whilst Working From Home which increases the risk of Bodily Injury. For example, this would include circumstances where the Covered Person's business duties are altered to require the use of powered equipment or other equipment, machinery and tools for which training would usually be required prior to use.

Currency

All amounts shown on the Policy are in Australian dollars (AUD). If expenses are incurred in a currency other than Australian dollars (AUD), 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.

In order for Us to handle each claim to the best of Our ability We require certain certificates, information, and other documentation from the Claimant to validate their claim. We will work with the Claimant to collect the information and documents required by Us to handle the claim, however, if the Claimant is unable or unwilling to provide the information and documents required by Us to handle the claim then We reserve the right to deny or only partially pay the claim depending on the documents and information We were provided.

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 where this is necessary for us to make a decision regarding whether a benefit is payable under the Policy.

A Claimant may seek, voluntarily pay for, and/or incur expenses with respect to any Bodily Injury that may be covered pursuant to this Policy prior to making a claim to Us. However, this does not guarantee that the expenses will be covered under this Policy. We will review each and every claim independently to ensure that the claim falls within the coverage of this Policy.

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

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent or Our ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

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 (that is, regardless of whether the agreement was made 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 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

More information can be found at www.chubb.com/au.

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