

# Aon Education Student Personal Accident Insurance - School and Sporting Activities

Policy Wording and Product Disclosure  
Statement (PDS)

**CHUBB®**

# Contents

---

- Important Information .....3
- General Definitions.....11
- Section 1 - Personal Accident Cover..... 16
- Section 2 - Kidnap and Ransom/Extortion and Personal Assets .....23
- Section 3 - Trauma Counselling Benefit .....27
- General Exclusions Applicable to all Sections of the Policy.....28
- General Provisions Applicable to all Sections of the Policy .....29
- About Chubb in Australia .....32
- Contact Us.....32

# Aon Education Student Personal Accident Insurance - School and Sporting Activities

## Policy Wording and Product Disclosure Statement (PDS)

### Important Information

---

#### 1. About this Aon Education Student Personal Accident Insurance - School and Sporting Activities 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 February 10, 2022. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

#### 2. How this insurance is arranged

---

This product is jointly issued by:

Chubb Insurance Australia Limited (Chubb)  
ABN 23 001 642 020 | AFSL No. 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000

and

Zurich Australian Insurance Limited (Zurich)  
ABN 13 000 296 640 | AFSL No. 232507  
118 Mount Street  
North Sydney NSW 2060

Chubb and Zurich jointly prepare and each takes full responsibility for the Policy Wording and PDS.

Chubb is responsible for the administration, including underwriting assessment and handling of insurance claims, for this product.

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. Chubb provides cover for 85% of the liability under the product and Zurich provides cover for the remaining 15% share of liability. Collectively these covers form the one product.

Cover is arranged and distributed by:

Aon Risk Services Australia Ltd (Aon)  
ABN 17 000 434 720 | AFSL No. 241141  
Level 33, 201 Kent Street  
Sydney NSW 2000  
O (02) 9253 7000

If required, Aon will provide the Policyholder with a Financial Services Guide (FSG) to help the Policyholder decide whether they wish to use the services they offer.

### *General Insurance Code of Practice*

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

### 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, limitations, conditions and exclusions.

There are three levels of cover which the Policyholder may choose to purchase. The maximum amount payable for each Event will be dependent on the level of cover selected by the Policyholder. The covers are provided only if the Policyholder has selected the benefit and the cover is 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.

**Section 1** Personal Accident - We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury. A number of additional benefits may also be payable under the additional cover provided.

**Section 2** Kidnap and Ransom/Extortion and Personal Effects - We reimburse the Policyholder for certain Extortion/Ransom Monies and other amounts if a Covered Person is the subject of a covered Kidnapping or Extortion.

**Section 3** Trauma Counselling - We will pay a benefit for Trauma Counselling for a Covered Person who suffers psychological trauma as a result of being a victim of or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism whilst on Education Activities or Organised Sporting Activities.

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; and
- We only pay up to the agreed limits specified in the Policy or the Schedule.

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), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or those Rules; 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

#### 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.

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

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

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

A Covered Person's access to cover:

- a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- b) ends at the earliest of the following events:
  - i. when the relevant person no longer meets the definition of criteria specified in the Schedule for a Covered Person; or
  - ii. at the end of the Period of Insurance; or
  - iii. when the Policy is cancelled by Us or the Policyholder (See page 29 Cancellation clause).

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

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

---

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

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

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 9 Premium 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 SPDs) from time to time and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

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

## 6. Group Insurance Policy

---

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 29 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](#).

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

### *Why We collect Your Personal Information*

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### *How We obtain Your Personal Information*

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 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:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

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

#### *Your decision to provide Your Personal Information*

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

#### *Access to and correction of Your Personal Information*

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

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

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

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907  
Sydney NSW 2001

#### *Further information request*

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

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

### *How to make a complaint*

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

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

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

## 10. Complaints and Dispute Resolution Process

---

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

### **Complaints and Customer Resolution Service**

#### *Contact Details*

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

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

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

#### *Process*

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

#### *Our response*

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

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

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

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

### **External Dispute Resolution**

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

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

You may contact AFCA at any time at:

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

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

## **11. Premium**

---

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 the:

- a) number of persons to be covered
- b) type and amount of cover provided; and
- c) claims history of the Aon Education scheme (of which this product is a part).

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

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

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

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

### *Non payment of Premium*

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

## 12. Financial Claims Scheme

---

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

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

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

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

## 13. Updating this PDS

---

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

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

## 14. How to Contact Us

---

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.

## General Definitions

---

Applicable to all sections of this policy.

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

**Access to Cover** means the period of time for which a Covered Person is covered under this Policy, starting with the later of the following:

- a) at the time the Period of Insurance commences; or
- b) the date the student becomes a Covered Person,

and ending with the earliest of the following:

- a) when the Period of Insurance ends;
- b) when the Policy is cancelled; or
- c) the date the student is no longer a Covered Person.

**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.

**Air or Road Rage Incident** means a violent physical act occurring whilst the Covered Person is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways;

and intentionally committed by a person who is not:

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

**Bed Care Patient** means the Covered Person is necessarily confined to a bed (such confinement commencing during a Policy Period) and such confinement is certified as necessary by a Doctor to be under the continuous twenty-four (24) hour care of a registered nurse (other than the Covered Person or a member of the Covered Person's immediate family).

**Benefit Period** means the maximum period of time for which a benefit is payable under Bed Care Patient Expenses and Out of Pocket Expenses.

**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.

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

**Clothing, Educational and/or Sporting Equipment** means where a Covered Person has suffered a Bodily Injury covered by this Policy for which treatment was required and administered by a qualified health care provider, We will pay for clothing, educational, and/or sporting equipment lost or damaged as a result of the Bodily Injury subject to the amount specified in the Schedule and Table of Events.

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

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

**Close Relative** means Parent/Guardian, Spouse/Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

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

**Country of Residence** means the country:

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

**Covered Person** means a student who is enrolled with the Policyholder as a student, including but not limited to full time students, exchange students, childcare attendees, kindergarten or pre-school students, and in respect of whom the Policyholder has paid or has agreed to pay a Premium to Us.

**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; or
- d) an Employee of the Policyholder.

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

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

**Domestic Duties** means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services. Child-minding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.

**Education Activities** means the activities a Covered Person is engaged in, in connection with the Policyholder, including to but not limited to all extracurricular activities, academic, artistic activities, cultural, sporting or non-remunerative work experience or vocational training at all locations around the world including all associated travel to and from such activities. Where the person is a boarder or resident, Education Activities means in addition to the above, any time a Covered Person is on the property owned or rented by the Policyholder.

**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.

**Excess Period** means the period of time under Out of Pocket Expenses and/or Bed Care Patient Expenses which must occur before any benefits is payable under the Out of Pocket Expenses and/or Bed Care Patient expenses as specified.

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

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

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

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

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

**Limb** means the entire 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, Permanent & partial loss of all sight in the eye;
- c) hearing, total, Permanent & partial loss of hearing; and/or
- d) speech, total, Permanent and Partial loss of the ability to speak;
- e) Hands, Foot and digits, Permanent physical severance or Permanent loss of use of the Hand, Foot, Finger, Thumb, or Toe,

and which in each case is caused by Bodily Injury.

**Medical Aids** means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor and which are not excluded under General Exclusion 8.

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

- a) incurred within twelve (12) months of sustaining a Bodily Injury; and
- b) paid by or on behalf of a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:
  - Medical
  - Surgical
  - X-ray
  - Chiropractic
  - Osteopathic
  - Physiotherapy
  - Hospital
  - Nursing Treatment.

**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.

**Organised Sporting activities** means when a Covered Person is engaged in activities organised by or under the control of an organization that is a member of an established sporting association of which the Covered Person is registered and/or a paid-up participant including all associated travel to and from such activities.

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

**Parent/Guardian** means parent, parent-in-law, step-parent, guardian or similar person who is one of the Covered Person's primary care givers (including jointly with another person).

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

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

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

**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 educational institution 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 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 six (6) 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 covered under a AON student 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.

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

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

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

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

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

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

**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.

**Sickness (Parent/Guardian)** means any illness or disease of the Parent/Guardian of the Covered Person occurring during the Period of Insurance whilst the child of the Parent/Guardian 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.

**Serious Sprain, Strain and/or Tear of a Ligament** 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 immobilisation as diagnosed by a Doctor with supporting evidence of a CT scan, and/or MRS and/or X-ray imaging

**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, AFSL 239687) and Zurich Australian Insurance Limited (ABN 13 000 296 640, AFSL 232507) who are the insurers/issuers of the Policy.

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

## Section 1 - Personal Accident Cover

### Extent of Cover

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

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury or Accidental Death which results directly in the occurrence of one or more of the Events listed in the Table of Events included at the end of the wording, We will pay the corresponding benefit shown on the Policy Schedule, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury (except as provided below) ;
- b) an amount is shown in the Schedule for the Event(s) on the Table of Events; and
- c) in each case the Event is confirmed by a Doctor or Dentist.

Cover for Accidental Death is not limited to whilst the Covered Person is actually engaged in School Activities or Organised Sporting Activities and shall apply on a 24 hours per day, 7 days per week basis.

Notwithstanding the above, with respect to Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits, We will pay expenses incurred up to five (5) years after the date of the Bodily Injury resulting in Loss of Teeth or Dental Procedures provided the Covered Person has notified Us of the potential future dental expenses costs within twelve (12) months from the date of the Bodily Injury and a Dentist has certified future treatment is likely to be necessary. If We have not been notified within twelve (12) months of the Bodily Injury of potential future dental expenses, We will only pay for expenses incurred in the twelve (12) month period from the Bodily Injury.

### Student Accident Insurance Table of Events

Please refer to the Policy Schedule for which benefit limit applies.

Insured Events - Bodily Injury resulting in:	Cover Type-Benefits		
	Gold	Gold Plus	Platinum
<b>Section 1 - Accidental Death</b>			
1. Accidental Death	\$50,000	\$50,000	\$50,000
<b>Section 1 - Permanent Disabilities</b>			
2. Quadriplegia or Paraplegia	\$750,000	\$1,000,000	\$1,250,000
3. Permanent and incurable insanity	\$750,000	\$1,000,000	\$1,250,000
4. Loss of sight of both eyes	\$350,000	\$500,000	\$1,000,000
5. Loss of sight of one eye	\$150,000	\$250,000	\$500,000
6. Up to 35 % partial loss of sight of one or both eyes	\$20,000	\$40,000	\$65,000
7. Between 36% and 65% partial loss of sight of one or both eyes	\$40,000	\$80,000	\$130,000
8. More than 66% partial loss of sight of one or both eyes	\$65,000	\$120,000	\$200,000
9. Loss of use of 2 Limbs	\$300,000	\$500,000	\$1,000,000
10. Loss of use of 1 Limb	\$150,000	\$300,000	\$500,000

11. Loss of speech	\$100,000	\$100,000	\$150,000
12. Loss of hearing in both ears	\$150,000	\$400,000	\$750,000
13. Loss of hearing in one ear	\$50,000	\$100,000	\$150,000
14. Up to 35 % partial loss of hearing of one or both ears	\$5,000	\$10,000	\$32,500
15. Between 36% and 65% partial loss of hearing of one or both ears	\$10,000	\$15,000	\$65,000
16. More than 66% partial loss of hearing of one or both ears	\$15,000	\$30,000	\$100,000
17. Total loss of use of either Hand	\$80,000	\$125,000	\$250,000
18. Loss of use of 4 Fingers of either Hand	\$50,000	\$75,000	\$100,000
19. Loss of use of 1 Thumb of either Hand	\$30,000	\$50,000	\$100,000
20. Loss of use of Fingers of either Hand	\$50,000	\$50,000	\$50,000
21. Total Loss of use of the Toes of either Foot	\$20,000	\$50,000	\$75,000
22. Permanent Disability not provided for above	Such percentage of \$75,000 which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor, who will be appointed by mutual agreement between the parties and paid for by Us. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions.		

### Section 1 - Broken Or Fractured Bones

23. Finger, Thumb, Toe, Hand, Foot or rib	\$200	\$200	\$200
24. arm, elbow, wrist, leg, ankle or knee	\$500	\$500	\$500
25. neck, skull, spine, pelvis or hip	\$3,000	\$3,500	\$5,000
26. all other breaks	\$500	\$500	\$550
27. fractured leg or patella with established non-union	\$20,000	\$20,000	\$20,000
28. shortening of leg by at least 5cms	\$10,000	\$15,000	\$15,000
The maximum amount payable for any one Bodily Injury under Section 1 - Broken or Fractured bones	\$75,000	\$100,000	\$100,000

### Section 1 - Dislocation

29. hip	\$500	\$500	\$500
30. knee, elbow, shoulder blade, collarbone or jaw	\$250	\$250	\$250
31. all other dislocations	\$150	\$250	\$250

**Section 1 - Serious Sprain, Strain and/or Tear of a Ligament**

32. ligament - knee, ankle, hip, spine, neck, shoulder	\$2,000	\$3,000	\$3,000
33. all other ligament damage which has required surgery to repair	\$2,000	\$2,000	\$2,000

*We will only pay Event 32 or Event 33 once per injured site. For example, if You injure both Your anterior cruciate ligament (ACL) and medial collateral ligament (MCL) in Your knee in the same Bodily Injury only one lump benefit under Event 32 is payable.*

**Section 1 - Organ Damage**

34. organ - spleen, kidney, liver, lung, heart	\$2,000	\$3,000	\$3,000
--	---------	---------	---------

*We will only pay Event 34 once per Bodily Injury. For example, if You injure both Your spleen and kidney in the same Bodily Injury only one lump benefit under Event 34 is payable.*

The maximum amount payable for any one Event under Section 1 - Serious Sprain, Strain and/or Tear of a Ligament and Section 1 - Organ Damage combined	\$25,000	\$50,000	\$50,000
---	----------	----------	----------

**Section 1 - Dental**

35. Permanent or second teeth (per tooth)	\$300	\$300	\$350
36. Milk or first teeth (per tooth)	\$100	\$100	\$100
37. Crowning of damaged teeth (per tooth)	\$300	\$300	\$300
38. Other damage (per tooth)	\$50	\$50	\$150
Maximum amount payable under Dental for any one injury	\$5,000	\$5,000	\$5,000

**Section 1 - Burns**

39. 40% of the entire body or greater	\$320,000	\$500,000	\$800,000
40. Between 20% and 40% of the entire body	\$100,000	\$175,000	\$250,000

**Section 1 - Others**

41. Fee Relief	Up to \$15,000	Up to \$20,000	Up to \$20,000
42. Non-Medicare Medical Expenses	100% of incurred expenses up to \$7,500	100% of incurred expenses up to \$8,000	100% of incurred expenses up to \$10,000
43. Bed are patient expenses	Up to \$750 per week maximum 52 weeks		
44. Emergency Transport Rescue Expense	Up to 7\$,500 per accident per Covered Person		
45. Clothing, educational and / or sporting equipment Expenses	Up to \$500 per accident per Covered Person		
46. Parent / Guardian visitation	Up to \$2,500		
47. Air or Road Rage benefit	Up to \$2,500		
48. Carjacking assault benefit	Up to \$2,500		

49. Transport Expense	Up to \$2,500		
50. Out of pocket expenses	Up to \$1,000		
51. Emergency Home Help	\$250 per week up to a maximum of 52 weeks		
52. Student Tutorial Costs	\$250 per week up to a maximum of 52 weeks		
53. Independent Financial Advice	\$15,000		
<b>Section 2</b>			
Kidnap and ransom/extortion and personal assets	Up to \$300,000	Up to \$300,000	Up to \$400,000
<b>Section 3</b>			
Trauma Counselling benefit	Up to \$20,000	Up to \$20,000	Up to \$20,000

#### Additional Cover Under Section 1

##### *Bed Care Patient Expenses*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury which directly results in the Covered Person meeting the definition of Bed Care Patient, We will pay the weekly sum insured up to the maximum number of weeks as shown in the Policy Schedule against Bed Care Patient Expenses.

A Covered Person is not a Bed Care Patient if such person is a patient in any institution used primarily as an extended care or rehabilitation facility, or a place for the care or treatment of alcoholism or drug addiction.

##### *Out of Pocket Expenses*

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

However, this is provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 8 applies.

##### *Clothing, Education &/or Sporting Equipment Expenses*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury requiring treatment by a qualified health care provider, We will pay the Clothing, Educational and/or Sporting Equipment Expenses incurred by the Covered Person due to the Bodily Injury. The maximum amount we will pay is as shown in the Policy Schedule against Clothing, Education and/or Sporting Equipment Expenses.

##### *Emergency Home Help*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury which a Doctor certifies has caused disablement rendering the Covered Person unable to attend Education Activities for a period of more than seven (7) consecutive days, and a Parent/Guardian is required to care for the Covered Person, We will pay for the cost of reasonably and necessarily incurred additional expenses for Domestic Duties up to the amount shown in the Policy Schedule against Emergency Home Help. Such expenses must be incurred as a direct result of the Parent / Guardian being unable to attend to such Domestic Duties due to caring for the Covered Person.

### *Emergency Transport Expenses*

If during the Period of Insurance and whilst the Person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury resulting in the Covered Person requiring emergency transport, We will pay the reasonable costs associated with emergency transport incurred up to the maximum shown in the Policy Schedule against Emergency Transport Expenses for any one (1) Accident resulting in the Bodily Injury.

### *Student Tutorial Costs*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person suffers from a Bodily Injury which a Doctor certifies has caused disablement rendering the Covered Person unable to attend Education Activities for a period of more than seven (7) consecutive days, We will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that Bodily Injury up to the amount shown in the Policy Schedule against Student Tutorial Costs.

### *Non-Medicare Medical Expenses*

If during the Period of Insurance and whilst the Person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury and as a result incurs Non-Medicare Medical Expenses, We will pay the Non-Medicare Medical Expenses incurred within 12 months of the date of the Bodily Injury up to a maximum amount shown in the Policy Schedule against Non-Medicare Medical Expenses per Covered Person for any one (1) Accident resulting in the Bodily Injury.

Non-Medicare Medical Expenses will include dental treatment to teeth (but not dentures) providing that such treatment is necessarily required and is caused by the Bodily Injury.

Cover is extended to include those medical or dental expenses (as described above) incurred within twelve (12) calendar months of the Covered Person undergoing surgery as a direct result of sustaining Bodily Injury even though such surgery, or in the case of multiple surgical treatments, final treatment, may take place in excess of twelve (12) calendar months of sustaining the Bodily Injury. Where the final treatment is to take place in excess of twelve (12) calendar months of the Bodily Injury, the Covered Person will provide Us with a written estimate from a qualified practitioner of the cost of such treatment and We will settle the claim based on that estimate up to a maximum amount shown in the Policy Schedule against Non-Medicare Medical Expenses per Covered Person for any one (1) Accident resulting in the Bodily Injury.

This cover extension only applies provided always that any such surgery had been anticipated by a Doctor at the time the Bodily Injury was diagnosed and subsequently certified by a Doctor as being reasonably and necessarily delayed for the well being of the Covered Person. Notification of the Bodily Injury, the proposed treatment and the estimated cost of that treatment should be declared to Us as soon as possible.

### *Fee Relief*

If during the Period of Insurance and whilst the Covered Person is a Covered Person, the Covered Person's Parent/Guardian who is responsible for the payment of the Covered Person's tuition dies due to:

- (a) an Accidental Death, We will pay the Covered Person's school fees incurred for the tuition and boarding (if applicable) up to a maximum of four (4) school terms and maximum amount shown in the Schedule against Fee Relief; or

This Fee Relief benefit will be paid directly to the education institution the Covered Person is attending at the time of the death of the Covered Person's Parent/Guardian.

### *Parent/Guardian Visitation Expenses*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the Covered Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation expenses incurred by their

Parent/Guardian to travel to or remain with the Covered Person, up to the amount shown in the Policy Schedule against Parent/Guardian Visitation Expenses,.

#### *Transport Expenses following an unexpected death of Parent/Guardian*

If during the Period of Insurance a Covered Person's Parent/Guardian dies unexpectedly, we will pay actual and reasonable transport expenses incurred by the Covered Person to return home from boarding school provided that the distance between the boarding school and normal residential address of the Covered Person exceeds 100km.

The maximum amount payable is the amount shown in the Policy Schedule against Transport Expenses.

#### *Exposure*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, 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 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.

#### *Disappearance*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, 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.

#### *Independent Financial Advice*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury for which benefits are payable under Events 1-3., We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-3.

However such advice must be provided by an independent financial advisor who is not a Close Relative of the Covered Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum benefit payable for any one (1) Event is the amount shown in the Policy Schedule against Independent Financial Advice.

#### *Air or Road Rage Benefit*

If, during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities including travelling to and from such activities, the Covered Person is the victim of an Air or Road Rage Incident, We will pay the amount shown in the Policy Schedule against Air or Road Rage Benefit.

#### *Carjacking Benefit - Lump Sum Benefit*

If during the Period of Insurance and whilst the person is a Covered Person and engaging in Education Activities or Organised Sporting Activities, the Covered Person sustains a Bodily Injury as a result of being the victim of a Carjacking Incident, We will pay the Covered Person the amount shown in the Policy Schedule against Carjacking Assault Benefit.

#### Conditions Applicable to Section 1

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-5 listed in the Table of Events, 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 (1) of Events 1 to 22 listed in the Table of Events in respect of the same Bodily Injury.

3. Benefits shall not be payable:
  - a) for Out of Pocket Expenses and Bed Care Patient Expenses in excess of the Benefit Period as shown in the Schedule in respect of any one (1) Bodily Injury;
  - b) for Out of Pocket Expenses and Bed Care Patient Expenses during the Excess Period; or
  - c) unless the Covered Person, as soon as possible after the happening of any Bodily Injury 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.
4. Where, in relation to benefits payable for Events 2 & 3, We do not agree with the opinion given by the Covered Person's treating Doctor, We have the right (at Our own expense) to have the Covered Person examined by a Doctor appointed by Us. If the Doctor (chosen by Us) forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor at our own expenses chosen in consultation with the Covered Person. The third Doctor's opinion will be the opinion used for the purposes of the definitions of Paraplegia, Quadriplegia or Loss of Mental Power.
5. All benefits paid under this Section shall be payable to the Covered Person, or the Covered Person's Parent/Guardian. We will not pay any medical provider directly for expenses incurred.
6. Should a benefit be payable under this section of the Policy that is also payable under any other insurance policy insured with Us, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).
7. We will only pay Event 32 or Event 33 once per injured site. For example, if You injure both Your anterior cruciate ligament (**ACL**) and medial collateral ligament (**MCL**) in Your knee in the same Bodily Injury only one lump benefit under Event 32 is payable.
8. We will only pay Event 34 once per Bodily Injury. For example, if You injure both Your spleen and kidney in the same Bodily Injury only one lump benefit under Event 34 is payable.

## Section 2 - Kidnap and Ransom/Extortion and Personal Assets

---

### Extent of Cover

---

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

If during the Period of Insurance and whilst the person is a Covered Person and engaged in Education Activities or Organised Sporting Activities, the Covered Person is Kidnapped or allegedly Kidnapped, receives Personal Extortion Threats or Property Damage Extortion Threats, is Wrongfully Detained or Hijacked, We will reimburse the Policyholder for:

- a) Extortion/Ransom Monies paid;
- b) In-Transit/Delivery Losses;
- c) Extortion/Kidnap Related Expenses; and
- d) Consultant Fees incurred,

up to a maximum amount shown in the Policy Schedule.

In order for certain costs or expenses to be covered under this Section, those costs or expenses must be approved by Us **before** they are incurred. Refer to the definition of Extortion/Ransom Monies and Extortion/Kidnap Related Expenses for the types of costs or expenses that require Our prior approval, and condition 2 of this Section.

### Definitions and Interpretation Applicable to Section 2

---

**Advisory** means a formal recommendation of the Appropriate Authorities that a Covered Person or a class of persons including them, leave, or refrain from travelling to a particular country or locality.

**Appropriate Authorities** means the Australian Government Department of Foreign Affairs and Trade, or similar authority in the country where the event has taken place such as the United States Department of State; the Foreign Office of the United Kingdom or the New Zealand Ministry of Foreign Affairs and Trade.

**Consultants Fees** means reasonable fees and expenses incurred solely and directly as a result of an event covered under this Section 2 - Kidnap and Ransom/Extortion and Personal Assets to hire any independent security consultants or other public relations or recall consultants, where the consultant and their fees and expenses have been approved by Us (Such approval not to be unreasonably withheld).

**Extortion** means Personal Extortion or Property Damage Extortion.

**Extortion/Ransom Monies** means extortion or ransom monies paid as a direct result of a Kidnapping or Extortion occurring during the Period of Insurance paid by anyone who is authorised by the Policyholder or a Covered Person or a Covered Person's Parent/Guardian to do so and who is also approved by Us (such approval not to be unreasonably withheld or delayed) . The term 'monies' shall include cash, monetary instruments, bullion, or the fair market value of any securities or property of services.

**Extortion/Kidnap Related Expenses** means any reasonable and necessary expenses incurred and paid by anyone who is authorised by the Policyholder or a Covered Person or a Covered Person's Parent/Guardian to do and who is also approved by Us (such approval not to be unreasonably withheld or delayed), solely and directly as a result of an event covered under this Section 2 - Kidnap and Ransom/Extortion and Personal Assets, including but not limited to:

1. the amount paid as reward to an Informant for information relevant to any covered Event; and
2. interest costs for a loan from a financial institution made to the relevant person for the purpose of paying Extortion/Ransom Monies, and
3. reasonable costs of travel and accommodation:

- a) incurred by anyone who is authorised by the Policyholder, a Covered Person or a Covered Person's Parent/Guardian while attempting to negotiate an incident covered under this section 2 - Kidnap and Ransom/Extortion and Personal Assets;
  - b) of a Victim to join their immediate family upon their release; and/or
  - c) to evacuate, a Covered Person and/or relatives living in the same household as the Covered Person who is the Victim.
4. reasonable and necessary overseas medical services and hospitalisation costs incurred by the Covered Person as a result of a covered Event under this section 2 - Kidnap and Ransom/Extortion and Personal Assets within thirty-six (36) months of either the release of the Victim or the last credible Extortion threat made during the Period of Insurance. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, cost of cosmetic surgery, and expense of confinement for such treatment. Cover is extended to other persons involved in the handling or negotiation of a covered Event under this section 2 - Kidnap and Ransom/Extortion and Personal Assets.
  5. reasonable and necessary fees and expenses of independent forensic analysts engaged by anyone who is authorised by the Policyholder, a Covered Person or a Covered Person's Parent/Guardian to do so.
  6. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Victim and the Victim's Parent/Guardian.
  7. reasonable and necessary fees and expenses of a qualified interpreter assisting anyone who is authorised by the Policyholder, a Covered Person or a Covered Person's Parent/Guardian incurred as a result of an event covered under this section 2 - Kidnap and Ransom/Extortion and Personal Assets.
  8. increased costs of security due to a covered Event under this section 2 - Kidnap and Ransom/Extortion and Personal Assets including but not limited to hiring of security guards, armoured vehicles and overtime pay to existing security staff, for a period of up to ninety (90) days, provided however that the independent security consultant(s) approved by Us have specifically recommended such security measures, such approval not to be unreasonably withheld or delayed.

**Hijacking** means the illegal holding under duress, for a period in excess of six (6) hours, of a Covered Person whilst travelling on any aircraft, motor vehicle, waterborne vessel or similar conveyance.

**Informant** means any person, other than a Covered Person, providing information not otherwise obtainable, solely in return for a reward offered in relation to a Covered Person.

**In-Transit/Delivery Loss** means loss of Extortion/Ransom Monies due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by the Policyholder, Covered Person or a Covered Person's Parent/Guardian to have custody of such monies.

**Kidnapping/Kidnapped** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Covered Persons (except a minor by their Parent/Guardian for the purpose of demanding Extortion/Ransom Monies).

**Personal Extortion Threat** means any threat or connected series of threats to kill, physically injure or kidnap a Covered Person, communicated for the purpose of demanding Extortion/Ransom Monies, where the Extortion/Ransom Monies are not in the possession of the Covered Person at the time of the threat.

**Property Damage Extortion Threat** means any threat or connected series of threats to damage the property of a Covered Person, communicated for the purpose of demanding Extortion/Ransom Monies, where the Extortion/Ransom Monies are not in the possession of the Covered Person at the time of the threat.

**Premises** means that portion of any building occupied by the Policyholder as a place to conduct business or a residence occupied by a Covered Person.

**Victim** means the Covered Person who is the subject of an event covered under Section 2 - Kidnap & Ransom/Extortion and Personal Assets.

**Wrongful Detention** means the arbitrary involuntary confinement of a Covered Person (without demanding Extortion/Ransom Monies) by person(s) acting as agents(s) of or with the tacit approval of any government or government entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of wrongful detentions will be considered one (1) Wrongful Detention.

#### Specific Exclusions Applicable to Section 2

---

(Please also see General Exclusions Applicable to all Sections of the Policy on page 28)

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion / Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand; or
2. monies or property surrendered on the Premises unless brought onto the Premises because of any Extortion or demand for Extortion/Ransom Monies for the purpose of paying that demand; or
3. Wrongful Detention in the following circumstances only:
  - i. any actual or alleged violation of the laws of the host country by the Policyholder or Covered Person or their failure to maintain and possess duly authorised and issued required documents and visas, unless the allegation was intentionally false, fraudulent, and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of the Policyholder or Covered Person; or
  - ii. failure of a Covered Person covered by Section 2 - Kidnap & Ransom/Extortion and Personal Assets to comply with an Advisory within ten (10) days after its issue by the Appropriate Authorities, where reasonably practicable to do so. Any person entitled to cover agrees to reimburse Us for any payments made by Us which are ultimately determined not to be covered because of the application of this exclusion.
4. The kidnapping of a minor by their Parent/Guardian.

We will not be liable to reimburse Extortion/Ransom Monies which are lost due to the fraudulent, dishonest, or criminal acts of the Policyholder or any other person authorised by the Policyholder to have custody of any Extortion/Ransom Monies. This exclusion will not apply to the payment of Extortion/Ransom Monies in a situation where local authorities have declared such payment illegal.

#### Specific Conditions Applicable to Section 2

---

1. **Prior to Payment**

If a covered Event occurs, the Policyholder, Covered Person or Covered Person's Parent/Guardian(s) must make a reasonable effort to:

  - i. determine that an Event covered under the Policy has actually occurred; and
  - ii. give notice to Us as soon as reasonably practicable and provide regular updates of any activity occurring during the incident.
2. **Our prior approval**

If Our prior written consent or approval is required for Extortion/Ransom Expenses and Extortion/Kidnap-related Expenses to be covered under this Section, and the Policyholder has not first made contact with Us and obtained our approval prior to incurring these costs or expenses (where reasonably practicable to do so), We may be entitled to reduce Our liability under this Section to the extent that Our rights have been prejudiced, which could result in us declining to cover some or all of the expenses that have been incurred.

3. Should a benefit be payable under this section of the Policy that is also payable under any other insurance policy insured with Us, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).

## Section 3 - Trauma Counselling Benefit

---

### Extent of Cover

---

Subject to the other terms, conditions and exclusions of the Policy, If during the Period of Insurance and whilst a Covered Person and engaged in Education Activities or Organised Sporting Activities, the Covered Person is a victim of, or witnesses a criminal act such as kidnapping, hijacking, sexual assault, rape, murder, violent robbery or an act of terrorism and as a result suffers psychological trauma, We will pay the cost of Trauma Counselling up to the amount shown in the Policy Schedule with respect to any one (1) event provided that such treatment is certified as necessary by a Doctor for the wellbeing of the Covered Person.

### Definitions Applicable to Section 3

---

**Psychologist and/or Psychiatrist** means a Covered Person's attending psychologist and/or psychiatrist who is registered or licensed to practice their medical discipline under the laws of the country in which they practice, other than:

- a) the Policyholder;
- b) the Covered Person;
- 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.

**Trauma Counselling** means the treatment provided and recommended by a Psychologist and/or Psychiatrist.

## General Exclusions Applicable to all Sections of the Policy

---

These general exclusions apply to all covers under 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 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:
  - a) intentional self-injury, suicide, reckless misconduct; or
  - b) any illegal or criminal act committed by the Policyholder or a Covered Person. This exclusion 2b. does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act.
3. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power 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. 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; or
  - f) any other insurance policy required to be effected by or under law,

but only to the extent to which the loss, damage, liability, Event or Bodily Injury is in fact covered by one of more of these schemes.
5. results from childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom);
6. results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury).
7. 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 or those Rules.

## General Provisions Applicable to all Sections of 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.

### Aggregate Limit of Liability

---

1. Except as stated below, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance shall not exceed the amount shown in the Policy Schedule.
2. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown in the Policy Schedule.
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may reasonably determine.

### Assistance and Co-operation

---

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

### 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 Policyholder or Covered Person in breach if the claim is substantially affected by the breach, 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 of this Policy, for any of the reasons set out in Section 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

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

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

## 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 undertaking reasonable steps to avoid or reduce any loss under the Policy including but not limited to complying with applicable workplace health and safety laws.

## Headings

---

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 and which are within the Claimant's power to provide. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

## Other Insurance

---

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 exclusive 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 under this Policy shall be determined in accordance with the law and the practice of such court.

## Sanctions Clause

---

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged. Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

## Singular/Plural

---

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

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

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

## About Chubb in Australia

---

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

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

## Contact Us

---

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

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

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