

# Chubb Expatriate Medical & Emergency Evacuation Expenses Insurance

Policy Wording & Product  
Disclosure Statement (PDS)

CHUBB®

Accident & Health

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## Important Information

### **1. About this Expatriate Medical and Emergency Evacuation Expenses 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 November 1, 2016. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

### **2. About the Insurer**

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 3411

E CustomerService.AUNZ@chubb.com

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

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

### **3. Summary of Insurance**

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

We will pay the medical & emergency evacuation expenses incurred by a Covered Person as a result of the Covered Person suffering from a Bodily Injury or Sickness whilst the Covered Person is covered under the Policy. A number of additional benefits may also be payable under the additional cover provided.

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

- Covered Persons are not covered in relation to covered events that occur before they become a Covered Person (unless the conditions of the Takeover provisions are met) or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- certain waiting periods apply to coverage for Pre-Existing Medical Conditions and Maternity Expenses;
- We will not pay any benefits with respect to any loss, damage, liability, Bodily Injury or Sickness which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth); and
- there is no cover under the Policy with respect to any Covered Person who is aged seventy-five (75) years or more and all cover with respect to a Covered Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy-five (75) years.

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

#### **Section 1 - Medical And Additional Expenses**

This Policy pays the actual, necessary and reasonable expenses incurred by the Covered Person during the Period of Insurance for Medical Primary and Specialist Outpatient Care Expenses as defined and as limited in the Schedule.

Please refer to Section 1 of the Policy for benefits.

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

##### *Medical and Emergency Evacuation Expenses Benefit*

We will pay the actual, necessary and reasonable expenses incurred by the Covered Person during the Period of Insurance for medical and emergency evacuation, provided that the Covered Person contacts Chubb Assistance and obtains a written certification by the attending Doctor stating that the Covered Person is suffering a Bodily Injury or Sickness and it is necessary that the Covered Person obtains specialised treatment, surgery or post-operative attention which is unobtainable in the Country of Assignment.

Please refer to Section 2 of the Policy for benefits.

#### **Additional Benefits**

These are as follows:

- Chubb Care - Health & Wellbeing Portal
- Emergency Return Home
- Home Leave
- Personnel Replacement
- Repatriation of Mortal Remains

Please refer to the section of the Policy titled Additional Benefits for benefits.

#### **What We Do Not Cover Under Any Section of the Policy**

We shall not pay benefits in respect to any loss which results from flying in an aircraft other than as a passenger, self-inflicted Bodily Injury, training for Professional Sport, War, invasion or Civil War, AIDS, use of nuclear weapons.

Please refer to the sections Conditions Applicable to All Sections of the Policy and Exclusions Applicable to All sections of the Policy for details of all general exclusions to make sure the cover We provide matches your expectations.

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

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

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

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

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 Insured:

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

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

A Covered Person's access to cover:

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

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

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

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

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

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See 8 Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

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

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

## **6. Group Insurance Policy**

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

## **7. Cooling Off and Cancellation Rights**

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The Policyholder has fourteen (14) 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 fourteen (14) 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 22 Cancellation clause).

## **8. Renewal Procedure**

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

## **9. Privacy Statement**

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Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### **Personal Information Handling Practices**

#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

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 and we take reasonable steps to ensure that you have been made aware of how we handle 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.

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 assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer 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), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the *Privacy Act 1988* (Cth).

### **Your Choices**

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

### **How to Contact Us**

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

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

## **10. Complaints and Dispute Resolution**

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

### **Stage 1 - Complaint Handling Procedure**

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

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

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

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

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise. Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

### **Stage 2 - Internal Dispute Resolution Procedure**

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint

handling team and are committed to reviewing disputes objectively, fairly and efficiently.

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

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

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

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

### Stage 3 - External Dispute Resolution

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

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

You may contact FOS at any time at:

Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
O 1800 367 287  
F +61 3 9613 6399  
E info@fos.org.au  
www.fos.org.au

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

## 11. Premium

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

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

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

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

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

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

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date.

### Nonpayment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy.

## 12. Financial Claims Scheme

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

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

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

place that are in accordance with the Insurance Act.

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

### **13. Updating this PDS**

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

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

### **14. How to Contact Us**

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

## **15. Duty of Disclosure**

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### **Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

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

You do not need to tell us anything that:

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

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

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

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

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

## General Definitions Under the Policy

In this Policy the following definitions apply:

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

**Ancillary Expenses** means the reasonable and necessarily incurred charges for Ancillary Expenses such as physiotherapy, chiropractic, acupuncture, podiatry, dietetics and the like.

**Annual Aggregate Excess (or Annual Aggregate Deductible)** means the amount We will not pay in any one (1) Period of Insurance per single, couple or family.

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

- a) a Sickness or illness or disease; or
- b) any Pre-Existing Medical Condition except:
  - i. illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury; or
  - ii. where the Takeover Provisions or the applicable waiting periods have been met in relation to the Pre-Existing Medical Condition.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between 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.

**Country of Assignment** means the country where the Covered Person(s) is/are residing temporarily on foreign assignment.

**Country of Residence** means the country in which the Covered Person(s) are naturalised or have permanent residency (residing for a period of no less than six (6) months) at the Effective Date of Coverage and each subsequent Period of Insurance.

**Covered Person(s)** means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder and meets the criteria of the Additions and Deletions provision, unless otherwise specified in the Policy, includes the Spouse/Partner and/or Dependent Child(ren) residing with the Covered Person in the Country of Assignment where insurance for the Spouse/Partner and/or Dependent Child(ren) has been purchased. 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.

**Chubb Assistance** means the telephone advice, information & claim pre-approval services provided or arranged by Us.

**Close Relative** means a Spouse/Partner, parent, parent-in-law, step-parent, 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.

**Dental Expenses (General)** means charges made by a duly qualified oral surgeon or Dentist for examinations, scaling and cleaning, dental filling and restorations, diagnostic services, x-rays, injections and extractions of teeth.

**Dental Expenses (Special)** means charges made by a duly qualified oral surgeon or Dentist for root treatment, endodontic treatment, oral surgery, anaesthetic services, periodontal surgery, interceptive orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodelling and other Specialist and orthodontic services.

**Dentist** means a dentist or Specialist who is registered or licensed to practice dentistry 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; or
- d) an Employee or director of the Policyholder.

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

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

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

**Effective Date of Coverage** means the date on which:

- a) a Covered Person first meets the criteria set out for a Covered Person in the Schedule; and
- b) premium is paid or agreed to be paid by the Policyholder for the Covered Person.

**Employee** means any person in the Policyholder's service including directors (executive and non-executive), board members, and contractors, and any other person who is engaged on expatriation on behalf of the Policyholder.

**Home Leave** means means leave where the Covered Person(s) returns to their Country of Residence for a period not exceeding sixty (60) days.

**Home Nursing Expenses** means charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for the treatment of their Bodily Injury or Sickness, provided the care is considered necessary as evidenced by a written statement from a Doctor and provided by a person registered as a nurse who is not:

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

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

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

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

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

**Maternity Care and Treatment Expenses (Emergency)** means charges for a medical emergency or complication relating to pregnancy or childbirth or if the Covered Person's New Born Child requires non-routine care, including surgery or intensive care treatment not related to a congenital defect.

**Maternity Care and Treatment Expenses (Routine)** means charges for pre-natal, childbirth and post-natal

care and treatment, (up to six (6) months after the birth of the child), for the care and treatment of the mother from the date of conception (or known conception) provided that the Covered Person's pregnancy commenced during the Period of Insurance and after their Effective Date of Coverage.

**Maternity and New Born Expenses** means Maternity Care and Treatment Expenses (Routine), Maternity Care and Treatment Expenses (Emergency), New Born Child Expenses and New Born Child Congenital Defect Expenses, incurred after the Waiting Period has expired or Takeover Provisions have been met.

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

**New Born Child** means a Covered Person's Dependant Child who is six (6) months of age or under.

**New Born Child Expenses** means charges for the routine care of a New Born Child.

**New Born Child Congenital Defect Expenses** means charges for the reasonable medical expenses incurred for the treatment of a congenital defect (physical, mental or biochemical) of a Covered Person's New Born Child.

**Optical Expenses** means charges for spectacles and/or contact lenses as prescribed by the treating Doctor or Specialist to a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage.

**Preventative Medical Expenses** means charges incurred for treatment, diagnosis, X-rays, scans, ultrasounds and laboratory examinations for prevention of a Sickness as provided

by or referred by a Doctor or Specialist including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks, vaccinations and the like. For the purpose of clarity, this benefit includes Doctors' fees for periodic non-specific health check-ups.

**Prosthesis** means an artificial replacement for a missing body part such as an artificial limb or total joint replacement and includes a device designed and applied to improve function.

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

**Policy** means this PDS, 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, organisation or person 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 condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Effective Date of Coverage, or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of within three (3) calendar months prior to the Effective Date of Coverage of the Covered Person.

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

**Professional Sport** means any sport for which a Covered Person receives any fee or monetary reward as a result of their participation.

**Psychology and Psychiatry Expenses** means charges made by a duly qualified psychologist or psychiatrist for the provision of mental health services provided that the Covered Person is referred for such treatment by their treating Doctor or Specialist.

**Recognised Health Provider** means any Australian or international insurer licensed to underwrite general insurance or health insurance including a registered health fund

**Rehabilitation and Occupational Therapy Expenses** means the reasonable and necessarily incurred charges for rehabilitation treatment and/or occupational therapy as prescribed by the treating Doctor or Specialist as a result of an Bodily Injury or Sickness.

**Schedule** means the Schedule attached to the Policy or any subsequently substituted Schedule, which is issued by Us to the Policyholder.

**Sickness** means

- a) sickness, illness or disease of the Covered Person first manifesting itself during the Period of Insurance and after the Covered Person's Effective Date of Coverage, but does not include any Pre-Existing Medical Conditions; or
- b) the ongoing treatment of a sickness, illness or disease of the Covered Person first manifesting itself before the Covered Person's Effective Date of Coverage where Takeover Provisions have been met, provided that the treatment was covered and accepted as being covered under the policy of the preceding Recognised Health Provider or by Us.

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

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

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

**Takeover Provisions** means the conditions set out in the Takeover Provisions section of this Policy that must be met by a Covered Person in order for Us to waive:

- a) the waiting period in relation to cover for Pre-Existing Medical Conditions, Maternity and Treatment Expenses and/or Psychology and Psychiatry Expenses, Rehabilitation and Occupational Therapy Expenses;
- or
- b) the requirement for a Bodily Injury or Sickness to occur during the Period of Insurance and after a Covered Person's Effective Date of Coverage.

**Very Seriously Ill** means a medical condition certified by the attending Doctor or Specialist to be such as to warrant a notification to relatives that their attendance is desirable in view of the serious nature of the illness and threat to the Covered Person's life.

**Waiting Period** means the period of time specified under General Provisions, Waiting Period, that a person must be a Covered Person before they become eligible for cover of the specified benefits.

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

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

## Section One (1) – Medical and Additional Expenses

### **Extent of Cover**

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This Policy pays the actual, necessary and reasonable expenses incurred by the Covered Person during the Period of Insurance for Medical Primary and Specialist Outpatient Care Expenses and other expenses described in the Table of Benefits up to the amount shown on the Schedule and sub-limited to the amounts contained within the Policy.



## Table of Benefits

<b>Medical Primary Care and Specialist Outpatient Care Expenses</b>	
<b>Amounts shown under Medical Primary and Specialist Outpatient Care Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Hospital Expenses In Hospital medical charges either inpatient/same day surgery	100% of amount stated on Schedule under Section One (1)
Prescribed Medicines in Hospital In Hospital medical charges either inpatient/same day surgery	100% of amount stated on Schedule under Section One (1)
Out of Hospital Expenses Doctor's charges, Specialist charges and approved same day clinic charges	100% of amount stated on Schedule under Section One (1)
<b>Maternity and New Born Expenses</b>	
<b>Amounts shown under Maternity and New Born Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Covered Person(s) are only covered for Maternity and New Born Expenses if;</b>	
a) <b>the pregnancy commences during the Period of Insurance and after their Effective Date of Coverage and no Waiting Period applies (or the Waiting Period has expired); or</b>	
b) <b>the Takeover Provisions have been met.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Maternity Care and Treatment Expenses (Routine)	100% to a maximum \$10,000
Maternity Care and Treatment Expenses (Emergency)	100% to a maximum \$10,000 in addition to Maternity Care and Treatment Expenses (Routine).
New Born Child Expenses	100% to a maximum \$10,000
New Born Child Congenital Defect Expenses	100% to a maximum \$100,000
<b>Dental Expenses</b>	
<b>Amounts shown under Dental Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Dental Expenses (General)	85% to maximum \$1,500
Dental Expenses (Special)	85% to maximum \$1,500

Chubb Expatriate Medical & Emergency Evacuation Expenses Insurance  
Policy Wording & Product Disclosure Statement (PDS)

<b>Ancillary Expenses</b>	
<b>Amounts shown under Ancillary Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Acupuncture/naturopathy/hypnotherapist	100% to maximum \$1,000
Chiropractic/osteopathy	100% to maximum \$1,000
Dietician	100% to maximum \$1,000
Optical	100% to maximum \$500
Physiotherapy	\$100 per visit to maximum \$1500
Podiatry	100% to maximum \$1,000
Prescribed Medicines (out of hospital)	100% to maximum \$2,000
Prosthesis and hearing aids (one (1) appliance every two (2) years)	100% to maximum \$1,000
Speech therapy	100% to maximum \$1,000
<b>Other Expenses</b>	
<b>Amounts shown under Other Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Rehabilitation and Occupational Therapy Expenses	100% to a maximum of \$10,000
Preventative Medical Expenses	100% to a maximum of \$5,000
Psychology and Psychiatry Expenses	100% to a maximum of \$2,500
<b>Home Nursing Expenses</b>	
<b>Amounts shown under Home Nursing Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.</b>	
<b>Payable service or medical expense</b>	<b>Benefit limit</b>
Home Nursing Expenses following a Bodily Injury or Sickness	\$1,000 per week to maximum four (4) weeks

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

If the Covered Person suffers a serious Bodily Injury and/or Sickness whilst expatriated which requires their return to their Country of Residence We will pay medical expenses up to the maximum sum insured shown on the Schedule for a maximum period of twelve (12) months. Treatment or services which are covered by Medicare or by compensation under any workers' compensation act or transport accident

laws or by any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law will not be covered by this Policy.

## Section Two (2) - Medical And Emergency Evacuation

### **Medical and Emergency Evacuation Expenses Benefit**

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This Policy pays the actual, necessary and reasonable expenses incurred by the Covered Person during the Period of Insurance for medical and emergency evacuation expenses, provided that the Covered Person contacts Chubb Assistance and obtains a written certification by the attending Doctor stating that the Covered Person is suffering a Bodily Injury or Sickness and it is necessary that the Covered Person obtains specialised treatment, surgery or post-operative attention which is unobtainable in the Country of Assignment.

The maximum amount payable per Covered Person in respect of medical and emergency evacuation during any one Period of Insurance shall be the amount stated in the Schedule under Section Two (2) - Medical and Emergency Evacuation.

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

- a) Medical and emergency evacuation expenses of the Covered Person. That is:
  - i. Charges for airfare (economy airfare where possible) in transporting the Covered Person by scheduled airline on a scheduled flight to the airport nearest to the recommended Hospital where the Covered Person is to be confined for specialised treatment, surgery or post-operative attention. Such charges will include ground transport from the airport to the nearest recommended Hospital. Including return airfare charges (economy airfare where possible) if the Covered Person returns to their Country of Assignment

- following medical evacuation, within twelve (12) calendar months of sustaining Bodily Injury or Sickness. If there is no option to evacuate the Covered Person via scheduled aircraft or alternative scheduled services We will pay the charges incurred for the charter of an aircraft or air ambulance or any other available means of transport to evacuate the Covered Person to the nearest recommended Hospital where the Covered Person is to be confined for specialised treatment, surgery or post-operative attention.
- ii. Charges for a medically equipped road vehicle to transport the Covered Person to the nearest recommended Hospital where the Covered Person is to be confined for specialized treatment, surgery or post-operative attention.
  - iii. Where a Covered Person under sixteen (16) years of age is medically evacuated, the additional airfare (economy fare where possible) of one (1) adult to accompany such Covered Person.
  - iv. Where a Covered Person is medically evacuated and requires an escort and this is certified by the Covered Person's attending Doctor and Chubb Assistance as medically necessary, the additional airfare (economy fare where possible) of one (1) adult to accompany such Covered Person.
- b) Pre-hospitalisation and post-hospitalisation accommodation expenses. That is, charges incurred for pre-hospitalisation and post-hospitalisation accommodation expenses up to a maximum of \$250 per day and for a period of no more than twenty (20) days,

where certified by the Covered Person's attending Doctor, Chubb Assistance and the Hospital as medically necessary, for the purpose of waiting for medical test(s) or examination results. The maximum amount payable shall be \$5,000.

- c) Accompanying person's accommodation expenses.  
That is, charges incurred by the accompanying person for hotel and accommodation expenses up to a maximum of \$250 per day for the period of Hospital confinement of the Covered Person including any period of pre-hospitalisation and post-hospitalisation accommodation of the Covered Person and for a period of no more than twenty (20) days. The maximum amount payable shall be \$5,000.
- d) En-route accommodation expenses.  
That is charges not recoverable from the airline for hotel accommodation up to \$250 per night, where a Covered Person is required by airline schedules to stay over-night en-route to the Hospital. The maximum amount payable shall be \$5,000.

Expenses include return economy airfare charges if the Covered Person returns directly to their Country of Assignment following medical evacuation.

# Additional Benefits

## **ChubbCARE: Health & Wellbeing Portal**

The health and wellbeing portal is an online platform that can be accessed by Covered Persons for health and wellbeing information and features. ChubbCARE aims to provide tools, information and resources to assist Covered Persons in making positive changes to their own physical and mental health.

ChubbCARE can be used to:

- Download a range of healthy eating recipes
- Access a library of health-related articles
- Contact certain health professionals with questions related to diet and exercise
- Access weight loss and fitness programs for all levels
- Learn about mental health issues relevant to home, work and family life
- Access information to promote muscle and joint health
- Find and follow lifestyle improvement programs targeting sleep, stress, nutrition and physical activity

Visit

[www.chubbhealthandwellbeing.com.au](http://www.chubbhealthandwellbeing.com.au)

## **Emergency Return Home**

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person's Spouse /Partner or Dependent Child(ren) dies or becomes Very Seriously Ill, necessitating the Covered Person's return to their Country of Residence, then subject to prior approval being obtained from Us and/or Chubb Assistance, We will pay reasonable travel and accommodation expenses incurred.

The maximum amount payable shall be \$3,000 per Covered Person for any one (1) Period of Insurance.

## **Home Leave**

If during the Period of Insurance and whilst the person is a Covered Person and is on authorised expatriation, the Covered Person(s) takes Home Leave, the cover under the Policy will be extended for the period of the Home Leave.

A Covered Person's Home Leave is effective from the date of arrival of the Covered Person in their Country of Residence and ends upon their departure from their Country of Residence to return to their Country of Assignment or after sixty (60) days, whichever first occurs.

## **Personnel Replacement**

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person, excluding Spouse/ Partner or Dependent Child(ren), becomes Very Seriously Ill, We will pay reasonable travel and additional temporary accommodation expenses incurred by the Policyholder for:

- a) the sending of a qualified replacement employee to the Country of Assignment of the Covered Person to complete the unfinished business commitments of the Covered Person, or
- b) the return of the Covered Person to the Country of Assignment after their recovery to complete those original business commitments.

The maximum amount payable shall be \$10,000 per Covered Person for any one (1) Period of Insurance.

## **Repatriation of Mortal Remains**

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person dies, We will pay the reasonable expenses incurred for the cost of returning their mortal remains to their Country of Residence OR the reasonable funeral and related costs if the body is buried or cremated at the place of death.

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

## Exclusions Applicable to all Sections of the Policy

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

1. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of a Bodily Injury to the Covered Person).
2. Pre-Existing Medical Conditions. Losses arising from Pre-Existing Medical Conditions are covered once a Covered Person has been insured under this Policy for longer than twelve (12) calendar months from the Effective Date of Coverage for that Covered Person.
3. treatment or services which are covered by Medicare or by compensation under any Workers' Compensation Act or Transport Accident laws or by any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law.
4. charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like.
5. a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
6. sexually transmitted disease, infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist).
7. congenital deformities or abnormalities occurring or diagnosed prior to the Covered Person's Effective Date of Coverage, except where covered under New Born Child Congenital Defect Expenses or where Takeover Provisions have been met.
8. any suicide or intentional self-inflicted Bodily Injury or any illegal or criminal act committed by the Policyholder or a Covered Person.
9. the Covered Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice.
10. any consequence of War (whether declared or not), invasion or Civil War, or a Covered Person taking part in a riot or civil commotion.
11. any expenses or charges incurred after the Policyholder or the Covered Person or the Policyholder's or the Covered Person's representative refused to follow the instructions and directions of Us or Chubb Assistance.
12. any expenses or charges incurred resulting from the Covered Person engaging in air travel except as a passenger in a properly licensed aircraft.
13. any expenses or charges incurred after the Covered Person travelled against the advice of a Doctor or Specialist.
14. the use, existence or escape of nuclear weapons material, or ionizing radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
15. any Covered Person training for or participating in Professional Sport of any kind.
16. any Covered Person who is over seventy-five (75) years of age at the time of loss, Bodily Injury or Sickness. This will not prejudice any entitlement to claim benefits which

has arisen before a Covered Person has attained the age of seventy-five (75) years.

17. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), *Private Health Insurance (Health Insurance Business) Rules* as amended from time to time or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

## 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.

### **Chubb Assistance**

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

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

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

### **Conditions Under Chubb Assistance**

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

### **Waiting Period**

Pre-Existing Medical Conditions are not covered for a period of twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This waiting period does not apply to a Covered Person where the Takeover Provisions have been met by the Covered Person.

Maternity and New Born Expenses are not covered for a period of twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This waiting period does not apply to a Covered Person where the Takeover Provisions have been met by the Covered Person.

### **Takeover Provisions**

The Takeover Provisions will be met if the Covered Person has been continuously insured with Us or with a Recognised Health Provider in the twelve (12) months immediately preceding the Covered Person's Effective Date of Coverage.

### **Additions and Deletions**

The Policyholder must declare to us any Covered Persons who are required to be covered under the Policy during the Period of Insurance within thirty (30) days from their Effective Date of Coverage. Cover will be subject to a pro-rata premium for time on risk, which can be paid on a quarterly or annual basis. The Policyholder must also declare to us any Covered Persons who no longer require cover under the Policy within thirty (30) days from their date of cessation.

The maximum pro-rata refund premium applicable for Covered Persons that no longer require cover under the Policy will be limited to ninety (90) days. Furthermore, We reserve the right not to refund any Premium, or only a refund portion of the Premium, if We have paid a claim or intend to pay a claim under the Policy during the Period of Insurance with respect to a Covered Person who no longer requires cover.

### **Assistance and Co-operation**

The Policyholder and Covered Person(s) 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 Person (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Person shall not, except at the Policyholder's own cost, voluntarily make any payment,

assume any obligation or incur any expense other than for first aid to others at the time of Accident.

### **Breach of Conditions**

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

### **Cancellation**

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

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth) by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984* (Cth).

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 refund a portion of the premium, if We have paid a claim or benefit to the Policyholder or a Covered Person under the Policy.

Cover in respect of a Covered Person will end on the earlier of:

1. the date the Covered Person no longer meets the criteria for an insured person set out in the policy Schedule;
2. the end of the Period of Insurance; or
3. when this Policy is cancelled by the Policyholder or by Us pursuant to the

*Insurance Contracts Act 1984* (Cth).

Cover in respect of an Covered Person's Spouse/Partner and/or Dependent Child(ren) will end on the earlier of:

1. the the Covered Person's cover ends in accordance with the above; or
2. the date such Spouse/Partner and/or Dependent Child(ren) ceases to be a Spouse/Partner and/or Dependent Child(ren) of the Covered Person.

### **Change of Business Activities**

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

### **Claim Offset**

There is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury or Sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

### **Currency**

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

### **Due Diligence**

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

### **Headings**

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

### **Notice of Claim**

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

### **Other Insurance**

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

### **Proper Law**

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

### **Sanctions Clause**

This insurance does not cover or pay claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated List or to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

### **Singular/Plural**

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

### **Subrogation**

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

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred.

The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.

### About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

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

### Contact Us

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

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