

# Chubb Inpatient Medical Insurance

Policy Wording & Product  
Disclosure Statement (PDS)

**CHUBB®**

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# Chubb Inpatient Medical Insurance

## Policy Wording & Product Disclosure Statement (PDS)

### Important Information

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#### 1. About This Inpatient Medical Insurance Policy Wording and Product Disclosure Statement (PDS)

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

##### *General Advice*

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

##### *Preparation Date*

This PDS was prepared on October 17, 2025. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

*PDS Code:* CAH-INP01-PDS-1025

#### 2. About the Insurer

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

Head Office:  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
Postal address:  
GPO Box 4907 Sydney NSW 2001  
O 1800 815 675  
F +61 2 9335 3411  
E CustomerService.AUNZ@chubb.com

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

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

### 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. Capitalised words used in this summary are defined in the Policy. Please refer to the General Definitions Section for these definitions.

#### *Cover*

We will pay the medical 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:

- (a) 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;
- (b) We only pay up to the agreed limits specified in the Policy;
- (c) certain waiting periods apply to coverage for Pre-Existing Medical Conditions, Maternity Expenses and Psychiatry Expenses, Rehabilitation Expenses and palliative care costs;
- (d) certain additional Policy exclusions apply to Private Hospital Expenses;
- (e) 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), *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 or Rules; and
- (f) 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 and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

### 4. The Nature of a Covered Person's Right to Access Cover Under the Policy and When it Starts and Ends

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

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

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

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

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

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

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

A Covered Person's access to cover:

- (a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- (b) ends at the earliest of the following events:
  - (i) when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
  - (ii) at the end of the Period of Insurance; or
  - (iii) when the Policy is cancelled by Us or the Policyholder (see page 25 Cancellation clause).

## 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 Person's entitled to access cover are;
- the description of Scope of Cover;
- the Premium payable by the Policyholder (See page 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 and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

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

## 6. Group Insurance Policy

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

## 7. Cooling Off and Cancellation Rights

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The Policyholder has twenty one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty one (21) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 25 Cancellation clause).

## 8. Renewal Procedure

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

## 9. Privacy Statement

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In this Statement, We, Our and Us means Chubb Insurance Australia Limited (Chubb). You and Your refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your personal information. Our Privacy Policy may change from time to time and the updated Privacy Policy will be posted on Our [website](#). Please review Our Privacy Policy for more information about how We manage Your personal information. You can also contact Us at:

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 We handle Your personal information*

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*

We collect and hold Your Personal Information primarily to provide insurance services to You. Sometimes, We may use Your Personal Information for marketing products or services that may be of interest to You. We may also use it to improve our products or services.

### *You agree to provide Us 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.

### *How We collect Your personal information*

We collect Your Personal Information (which may include sensitive information) when you interact with Us. You interact with Us when You are applying for, changing, or renewing an insurance policy, or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party, We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### *Who else might receive Your personal information*

We may disclose your personal information to third parties, including:

- the policyholder where You are the insured person under a group policy.
- service providers engaged by Us to carry out certain business activities on Our behalf. For example, claims assessors, call centres in Australia, or an online marketing agency.
- 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).
- third parties with whom We or the Chubb Group of Companies sub-contracted to provide Us a specific service. These sub-contracted third parties may be located outside of Australia in places such as in the Philippines or USA, 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 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 Your personal information against unauthorised disclosure, misuse, or loss.

#### *You can access and correct Your personal information*

For a copy of Our Privacy Policy or if you no longer want to receive marketing offers from Us or our associates, contact Our customer relations team. To request access to, update, or correct Your personal information held by Chubb, please complete this [personal information request form](#) and return it to Our customer relations team.

Customer relations contact details:

GPO Box 4907

Sydney NSW 2001

1800 815 675

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

#### *How to make a complaint*

Please contact Our Complaints and Customer Resolution Service (CCR Service) if:

- You are not satisfied with Our organisation, services, or response to Your enquiry.
- You have any concerns about Our treatment of Your personal information.
- You believe there has been a breach of Our Privacy Policy.

Complaints and Customer Resolution Service (CCR Service)

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

+61 2 9335 3200

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

## 10. Complaints and Dispute Resolution

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If You are not satisfied with any aspect of Our organisation, products and services, staff, or the complaints handling process itself and You want to make a complaint, please contact:

Complaints and Customer Resolution Service (CCR Service)

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

+61 2 9335 3200

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

We take all Our customer's concerns seriously. Our CCR Service is committed to reviewing complaints objectively, fairly, and efficiently. We also offer additional assistance when lodging a complaint, such as a representative or an interpreter. For customers experiencing vulnerability or family violence, please review Our [Vulnerable Customer Policy](#) or contact Us for details on how We can accommodate You.

#### *Stage 1 - We handle Your complaint internally*

When You contact the CCR Service, 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 acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, 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 consider Your complaint and keep You informed of the progress of Your complaint at least every ten (10) business days, unless resolved sooner.

We will always provide a written response if You request it or if Your complaint is about a declined claim, the value of a claim, or about financial hardship. We may not provide a written response without Your request if:

- We resolved Your complaint to Your satisfaction within five (5) business days of receipt.
- We gave You an explanation or apology or both, and We can take no further action to reasonably address Your complaint.

You can request the information We relied on when deciding Your complaint. To the extent allowed under law, We will provide You the information within ten (10) business days of Your request. We will make a decision about Your complaint within thirty (30) calendar days. If We cannot decide within that timeframe, We will provide You with Our reasons for the delay and You can seek external review under Stage 2.

#### *Stage 2 - You can seek external review*

If You are not satisfied with Our complaint determination or process, or We are unable to resolve Your complaint within thirty (30) days, You can seek external review. You may take Your complaint to the Australian Financial Complaints Authority (AFCA), either after our internal review or directly. AFCA is an external complaint and dispute resolution scheme for financial services. AFCA is fair, independent, and free to customers. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other available options for external dispute resolution.

Australian Financial Complaints Authority (AFCA)

[www.afca.org.au](http://www.afca.org.au)

GPO Box 3

Melbourne VIC 3001

1800 931 678

[info@afca.org.au](mailto:info@afca.org.au)

#### 11. Premium

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

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

- (a) ages, occupations, medical history and previous insurance history of persons to be covered; and
- (b) the type and amount of cover provided to the persons to be covered.

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. Factors that increase the risk to Us generally increase the Premium (e.g. the benefit limits requested by You) and those that lower the risk reduce the Premium payable (e.g. where You elect to take hospital coverage only).

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. The Policyholder can then elect whether to renew the Policy with Us.

#### *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 in accordance with the relevant provisions of the *Insurance Contracts Act 1984* (Cth).



If a claim is paid under the Policy within this ninety (90) day period, and the Premium is not subsequently paid by the expiry of this ninety (90) day period, We reserve the right to recover all amounts paid under the Policy with respect to that claim.

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## 12. Financial Claims Scheme

In the unlikely event We became insolvent and unable to meet Our obligations under the policy, the Financial Claims Scheme (FCS) may provide for payment to an entitled policyholder. The FCS is an Australian Government initiative that protects policyholders of general insurance companies from potential loss due to an insurance company's failure. The Australian Prudential Regulation Authority (APRA) is responsible for administering the FCS in Australia. Access to the FCS is subject to eligibility criteria and requires making a claim. Please refer to [www.fcs.gov.au](http://www.fcs.gov.au) for more information.

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## 13. Updating This PDS

We may update the information contained in Our PDS when necessary and as permitted by law. A copy of any updated information is available to You at no cost by contacting Us. We will issue You with a new PDS or a supplementary PDS where the update is to correct, update, add or change information contained in the PDS.

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## 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".

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## 15. Disclosure Requirements

### *Your duty under Australian law to take reasonable care not to make a misrepresentation*

This is a consumer insurance contract mostly for personal, domestic, or household purposes. Your duty under the *Insurance Contracts Act 1984* is to take reasonable care not to make a misrepresentation when answering Our questions regarding insurance. A misrepresentation is an untrue statement, a baseless opinion, or a false claim of intent.

### *What Your duty means*

Your duty means You are responsible for providing Us with complete, honest, and accurate answers to Our questions whenever We offer You insurance. You are answering for Yourself and anyone else You want to be covered by this contract. If We ask You to confirm information You previously provided, You must confirm or tell Us about any relevant changes.

In determining whether You took reasonable care not to make a misrepresentation, We may consider matters such as the type of insurance offered, the questions We asked, and the information available to You. Just because You fail to answer a question or You give an obviously incomplete or irrelevant answer, You are not making a misrepresentation. The misrepresentation must affect Our decision to enter into the insurance contract, define the terms and conditions, or price Your premium. Be careful to answer Our questions to the best of Your knowledge. If You answer a question without caring whether it is true or false, without belief in its truth, or knowing that it is untrue, then that could be a fraudulent misrepresentation with serious consequences.

### *When Your duty applies*

Your duty to take reasonable care not to make a misrepresentation applies:

- when You answer questions for Yourself and on behalf of another insured.
- before entering into the contract of insurance.
- when and until We first agree to insure You.
- during variation, extension, reinstatement, or renewal.

Seek clarification or support from Us if You find any question unclear or difficult to answer.

### *Consequences of not meeting Your duty*

If You fail to meet Your duty and make a misrepresentation, We can cancel Your contract or reduce the amount We will pay You if You make a claim, or both. If Your misrepresentation is fraudulent, We may treat Your contract as if it never existed.

### 16. Target Market Determination

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A Target Market Determination has been prepared for this product and can be found on Our website at [Policy Wordings and Target Market Determinations](#).

## General Definitions Under the Policy

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

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

**Anaesthetic Charges** means charges made for an anaesthetic and its administration including Doctor fees.

**Ancillary Expenses** means the reasonable and necessarily incurred charges for the following ancillary services:

- (a) acupuncture;
- (b) naturopathy;
- (c) hypnotherapy;
- (d) chiropractic;
- (e) osteopathy;
- (f) dietetics;
- (g) Optical Expenses;
- (h) physiotherapy;
- (i) podiatry;
- (j) Prescribed Medicines;
- (k) hearing aids;
- (l) speech therapy;
- (m) remedial massage; and
- (n) Pharmaceutical Charges.

**Bodily Injury** means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause:

- (a) where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person; or
- (b) the ongoing treatment of a bodily injury occurring prior to the Covered Person's Effective Date of Coverage where the 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.

It does not mean:

- (i) a Sickness or illness or disease except for illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury; or
- (ii) any Pre-Existing Medical Condition except 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.

**Chubb Assistance** means the telephone advice, information and claim pre-approval services arranged by Us. Chubb Assistance can be contacted on +61 2 8907 5995.

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

**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.

**Country of Assignment** means Australia where the Covered Person(s) is/are residing on foreign assignment and where Australia does not fulfil the definition of Country of Residence.

**Country of Residence** means any country in which, at the Effective Date of Coverage or at any subsequent time whilst a Covered Person, the Covered Person:

- (a) is, or becomes, 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) is, or becomes, a citizen via any available avenue including but not limited to naturalisation, marriage or other recognised relationship, birth, ancestry or investment.

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

**Day Care Expenses** means medical expenses of a Covered Person for which prior approval has been obtained from Chubb Assistance for medical treatment provided in a hospital or in a specially equipped clinic or treatment centre which:

- (a) does not require the Covered Person to be confined in a hospital for a period greater than twenty four (24) hours; and
  - i. is provided by a Specialist or under the direct supervision of a Specialist; and
  - ii. includes surgery performed by Doctors or Specialists in private practice.

**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.

**Dental Services (Emergency)** means charges made by a duly qualified oral surgeon or Dentist for non-routine treatment to a Covered Person's healthy teeth which are damaged as a result of a Bodily Injury.

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

**Emergency Transport Expenses** means expenses incurred to transport a Covered Person to a Public Hospital. For the purpose of clarity, this definition is intended to include inter-hospital transfers that are necessary because the original admitting Public Hospital does not have the required clinical facilities. It does not extend to transfers due to Covered Person(s) preferences.

**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 in an inpatient assignment outside the Country of Residence on behalf of the Policyholder.

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

**Excess** means the amount as shown in the Schedule We will not pay in any one (1) Period of Insurance per single, couple or family which the Policyholder or Covered Person is required to bear themselves.

**Home Leave** means leave where the Covered Person(s) returns to their Country of Residence for a period not exceeding thirty (30) days per Period of Insurance.

**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, is not provided in a hospital, nursing home or any other medical facility, and is 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.

**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 routine pre-natal, delivery (including elective caesarean) and post-natal care and treatment (up to six (6) months after the birth of the child) for the care 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 (Emergency), Maternity Care and Treatment Expenses (Routine), 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 the necessary and reasonable expenses 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 by a Doctor or Specialist including out of hospital services.

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

**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.

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

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

**Pharmaceutical Charges** means charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for prescription drugs deemed necessary for the treatment of a Bodily Injury or Sickness of the Covered Person as prescribed by a Doctor or Specialist whilst the Covered Person is in hospital, including charges incurred by the Covered Person after they are discharged from hospital.

**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 in the opinion of a Doctor appointed or approved by Us the signs or symptoms of that ailment, illness or condition existed at any time in the period of six (6) months prior to the relevant Covered Persons' Effective Date of Coverage.

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

**Prescribed Medicines** means medicines which have been prescribed by a Doctor or Specialist but excludes oral contraception unless a Doctor has certified this as medically necessary for the treatment of a condition other than the prevention of pregnancy.

**Preventative Medical Expenses** means charges incurred for treatment, diagnosis, x-rays, scans and laboratory examinations for prevention of a Sickness as 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 Doctor's fees for periodic, non-specific health check-ups.

**Private Hospital** means a hospital in respect of which there is in force a statement under subsection 121-5(8) of the *Private Health Insurance Act* (Cth) 2007 that the hospital is a Private Hospital.

**Private Hospital Expenses** means charges for emergency department fees that lead to an admission, and overnight and day only Private Hospital room and board charges, including:

- (a) Day Care Expenses;
- (b) Anaesthetic Charges;
- (c) post-operative service charges;
- (d) use of operating theatre;
- (e) necessary medical care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous Private Hospital equipment during the Covered Person's confinement period; and
- (g) other miscellaneous Private Hospital charges (including Pharmaceutical Charges) for services necessarily and regularly given by a Private Hospital and recommended by a Doctor for the treatment of that Bodily Injury or Sickness.



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

**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.

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

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

**Public Hospital** means a hospital in respect of which there is in force a statement under subsection 121-5 (8) of the *Private Health Insurance Act* (Cth) 2007 that the hospital is a Public Hospital.

**Public Hospital Expenses** means charges for emergency department fees that lead to an admission, and overnight and day only Public Hospital room and board charges, including:

- (a) Day Care Expenses;
- (b) Anaesthetic Charges;
- (c) post-operative service charges;
- (d) use of operating theatre;
- (e) necessary medical care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous Public Hospital equipment during the Covered Person's confinement period;
- (g) charges for post-operative services that are a continuation of care associated with an early discharge from hospital; and
- (h) other miscellaneous Public Hospital charges (including Pharmaceutical Charges) for services necessarily and regularly given by a Public Hospital and recommended by a Doctor for the treatment of that Bodily Injury or Sickness.

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

**Rehabilitation Expenses** means the reasonable and necessary charges incurred by a Covered Person during the Period of Insurance and after the Covered Person's Effective Date of Coverage for their rehabilitation treatment and/or occupational therapy as prescribed by the treating Doctor or Specialist as a result of a Bodily Injury or Sickness.

**Schedule** means the relevant schedule issued by Us to the Policyholder.

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

**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.

**Spouse/Partner** means an Employee's husband or wife and includes a de-facto and/or life partner with whom the Covered Person has continuously lived with for a period of three (3) months or more and is residing with the Employee 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 New Born Expenses, Psychiatry Expenses, Rehabilitation Expenses and palliative care costs; 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 the General Provisions, (Waiting Period) section of the Policy, 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 AFS Licence No. 239687) who is the insurer/issuer of the Policy.

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

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

### Extent of Cover

During the Period of Insurance and whilst a person is a Covered Person and within the Scope of Cover, We will pay the necessary and reasonable expenses incurred by the Covered Person in relation to a Bodily Injury or Sickness as set out in the Table of Benefits below up to the maximum amount shown in the Schedule.

Cover under this section is subject to the terms, conditions and exclusions appearing under the sections titled General Provisions Applicable to the Policy (from page 24) and Exclusions Applicable to All Sections of the Policy (from page 22). Waiting Periods apply to Pre-Existing Medical Conditions, Maternity and New Born Expenses, Psychiatry Expenses, Rehabilitation Expenses and palliative care costs, unless Takeover Provisions have been met by the Covered Person.

### Table of Benefits

#### Medical Primary Care and Specialist Outpatient Care Expenses

Amounts shown under Medical Primary and Specialist Outpatient Care Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Chubb Assistance must be promptly informed of any potential Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses.

Payable service or medical expense	Benefit limit
Public Hospital Expenses	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Private Hospital Expenses	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Doctor's and/or Specialist charges	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Day Care Expenses	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Prosthesis	100% of the costs incurred up to the maximum amount listed in the Private Health Insurance (Prostheses) Rules as amended from time to time for the Prosthesis required
Preventative Medical Expenses	100% of the costs incurred up to a maximum of \$5,000

#### Maternity and New Born Expenses

Amounts shown under Maternity and New Born Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Covered Person(s) are only covered for Maternity and New Born Expenses if;

- (a) 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) the Takeover Provisions have been met.

Payable service or medical expense	Benefit limit
Maternity Care and Treatment Expenses (Routine) provided in a Public Hospital	100% of the costs incurred up to the amount stated on the Schedule under Section One (1). Post-natal charges must be incurred within 6 months of the birth of the child.
Maternity Care and Treatment Expenses (Routine) provided in a Private Hospital	100% of the costs incurred up to a maximum of \$10,000. Post-natal charges must be incurred within 6 months of the birth of the child.

Maternity Care and Treatment Expenses (Emergency) provided in a Public Hospital	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Maternity Care and Treatment Expenses (Emergency) provided in a Private Hospital	100% of the costs incurred up to a maximum of \$10,000
New Born Child Expenses	100% of the costs incurred up to a maximum of \$10,000 (for Covered Person's Dependent Child who is six (6) months of age or under)
New Born Child Congenital Defect Expenses	100% of costs to a maximum of \$100,000

### Dental Expenses

Amounts shown under Dental Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Payable service or medical expense	Benefit limit
Dental Expenses (Emergency)	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Dental Expenses (General)	85% of the costs incurred up to a maximum of \$1,200
Dental Expenses (Special)	85% of the costs incurred up to a maximum of \$1,200

### Ancillary Expenses

Amounts shown under Ancillary Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Payable service or medical expense	Benefit limit
Acupuncture/naturopathy/hypnotherapy	100% of the costs incurred up to a maximum of \$500
Chiropractic/osteopathy	\$100 per visit up to a maximum of \$1,000
Dietetics	100% of the costs incurred up to a maximum of \$500
Hearing aid(s)	100% of the costs incurred up to a maximum of \$1,000
Optical Expenses	100% of the costs incurred up to a maximum of \$500
Physiotherapy	\$100 per visit up to a maximum of \$1,500
Podiatry	100% of the costs incurred up to a maximum of \$500
Pharmaceutical Charges	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)
Prescribed Medicines	100% of the costs incurred up to a maximum of \$1,000
Remedial massage	100% of the costs incurred up to a maximum of \$500
Speech therapy	100% of the costs incurred up to a maximum of \$500

### Home Nursing Expenses

Amounts shown under Home Nursing Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Payable service or medical expense	Benefit limit
Home Nursing Expenses	\$750 per week up to a maximum of four (4) weeks

### Emergency Transport Expenses

Amounts shown under Emergency Transport Expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Payable service or medical expense	Benefit limit
Emergency Transport Expenses	100% of the costs incurred up to the amount stated on the Schedule under Section One (1)

### Other Expenses

Amounts shown under other expenses are the maximum payable per Covered Person for any one (1) Period of Insurance.

Payable service or medical expense	Benefit limit
Rehabilitation Expenses	100% of the costs incurred up to a maximum of \$10,000
Psychiatry Expenses; (a) Incurred as an inpatient  (b) Incurred as an outpatient	(a) 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) (b) 100% of the costs incurred up to a maximum of \$2,500
Psychology Expenses; (a) Incurred as an inpatient  (b) Incurred as an outpatient	(a) 100% of the costs incurred up to the amount stated on the Schedule under Section One (1) (b) 100% of the costs incurred up to a maximum of \$2,500

## Additional Benefits

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Cover under this section is subject to the terms, conditions and exclusions appearing under the sections titled General Provisions Applicable to the Policy (from page 24) and Exclusions Applicable to All Sections of the Policy (from page 22).

### Emergency Return Home

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person's Spouse/Partner or Dependent Child(ren) dies or becomes Very Seriously Ill, necessitating the Covered Person's return to their Country of Residence, We will pay the reasonable travel and accommodation expenses incurred provided that the Covered Person, where reasonably practicable to do so, obtains prior approval from Us and/or Chubb Assistance (such approval not to be unreasonably delayed or withheld).

The maximum amount payable under this benefit is \$3,000 per Covered Person for any one (1) Period of Insurance.

### Home Leave

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person(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 Australia or after thirty (30) aggregated days per Period of Insurance, whichever first occurs.

### Personnel Replacement

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If during the Period of Insurance and whilst the person is a Covered Person and within the Scope of Cover, the Covered Person, other than a 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.

This benefit does not extend to the Spouse/Partner or Dependent Child(ren) of a Covered Person.

The maximum amount payable under this benefit is \$10,000 per Covered Person for any one (1) Period of Insurance.

### Repatriation of Mortal Remains and Funeral Costs

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If a Covered Person dies:

- (a) during the Period of Insurance;
- (b) whilst the person is a Covered Person and within the Scope of Cover; and
- (c) as a result of a Bodily Injury or Sickness,

We will pay the reasonable costs incurred for either:

- (a) returning their body to their Country of Residence; or
- (b) the reasonable funeral and related costs if the body is buried or cremated at the place of death, as instructed by the Covered Person's representative.

The maximum amount payable under this benefit is \$10,000 per Covered Person.



## Ongoing Medical Expenses

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If during the Period of Insurance and whilst the person is a Covered Person within the Scope of Cover, the Covered Person suffers a Bodily Injury and/or Sickness which necessitates their return to their Country of Residence, We will pay the necessary and reasonable medical expenses incurred by the Covered Person up to a maximum period of three (3) months from the date of arrival in their Country of Residence.

Payments under this benefit are subject to the relevant laws which may apply in the Covered Person's Country of Residence that may limit our ability to make payments into the Covered Person's Country of Residence for reasons such as Us not being a licensed insurer in that jurisdiction or other limitations on cross-border money transfers.

The maximum amount payable under this benefit is \$5,000 per Covered Person per month, to a maximum of \$15,000 for any one (1) Period of Insurance.

## Exclusions Applicable to All Sections of the Policy

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### Public Hospital Expenses and Private Hospital Expenses

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We shall not pay benefits, or such portion of benefits, with respect to any loss, damage, liability, Bodily Injury or Sickness which:

1. result from cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of Bodily Injury of the Covered Person);
2. result from Pre-Existing Medical Conditions where the Covered Person has been covered under the Policy for less than twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply where the conditions of Takeover Provisions have been met;
3. result from pregnancy where the Covered Person has been covered under the Policy for less than twelve (12) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply where the conditions of Takeover Provisions have been met;
4. result from psychiatric, rehabilitation and palliative care where the Covered Person has been covered under the Policy for less than two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. Psychiatric, rehabilitation and palliative care are covered once a Covered Person has been insured under the Policy for longer than two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. This exclusion does not apply to where the conditions of Takeover Provisions have been met;
5. result in treatment or services which are covered by Medicare or by compensation under any applicable 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;
6. result in charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like;
7. result from assisted reproductive treatments;
8. result from bone marrow or organ transplants;
9. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules;
10. occur when the Covered Person is aged seventy-five (75) years of age or over. 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;
11. are for oral contraception unless a Doctor has certified this as medically necessary for the treatment of a condition other than the prevention of pregnancy; or
12. are incurred by, or payable to, a Covered Person whose Country of Residence is Australia.

### Exclusions Relating to Private Hospital Expenses Only

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We shall not pay benefits with respect to any loss, damage, liability, Bodily Injury or Sickness arising for Private Hospital Expenses which:

1. result from any routine physical examinations that are not specific treatment for, or investigation of, an underlying Bodily Injury or Sickness;

2. result from sexually transmitted disease, infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist), congenital deformities or abnormalities except where covered under New Born Child Congenital Defect Expenses;
3. result from a Covered Person either:
  - (a) being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%; or
  - (b) being under the influence of any other drug, unless it was prescribed by a Doctor or Specialist and taken in accordance with the Doctor's or Specialist's advice but is not for the treatment of addiction to illegal drugs;
4. result in any expenses or charges incurred after the Policyholder or the Covered Person or the Policyholder or the Covered Person's representative refused to follow Our or Chubb Assistance's reasonable instructions and directions;
5. result in any expenses or charges incurred after the Covered Person travelled against the advice of a Doctor or Specialist;
6. result from 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;
7. result from a Covered Person engaging in or taking part in:
  - (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - (b) training for or participating in Professional Sport of any kind;
8. result from any intentional self-Bodily Injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person;
9. result from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power; or
10. are 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. To the extent permitted at law if other valid and collectible insurance is available to any Policyholder covering any loss, damage, liability, Event, Bodily Injury or Sickness also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

## General Provisions Applicable to the Policy

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

### Chubb Assistance

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If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person, a Public Hospital or a Private Hospital requires pre-approval for Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses, then they should contact Chubb Assistance on **+61 2 8907 5995** as soon as practically possible.

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

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

### Conditions under Chubb Assistance

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Chubb Assistance must be promptly informed of any potential Public Hospital Expenses, Private Hospital Expenses or Day Care Expenses.

In the event of any assistance being provided by Chubb Assistance in good faith, and with the consent of the Policyholder, to any person not insured under the Policy, the Policyholder shall reimburse Us for all costs incurred.

### Waiting Period

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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.

Psychiatry Expenses, Rehabilitation Expenses and palliative care costs are not covered for a period of two (2) calendar months from the relevant Covered Person's Effective Date of Coverage. This Waiting Period does not apply to a Covered Person where the conditions of Takeover Provisions have been met by the Covered Person.

### Takeover Provisions

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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. Takeover Provisions only apply to equivalent benefits provided under this Policy that were insured under the preceding policy and all other Waiting Periods continue to apply (for example, if the Covered Person did not have maternity cover under the preceding policy, then the applicable Waiting Period under this Policy will continue to apply).

### Additions and Deletions

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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. Where no claim has been paid under the Policy in respect of any Covered Person, 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 a claim has been paid under the Policy in respect of any Covered Person, there will be no refund of Premium

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#### 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 to do so) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

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#### Breach of Conditions

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

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#### Cancellation

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 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 Insurance Contracts Act.

If a claim is paid under the Policy within this ninety (90) day period, and the Premium is not subsequently paid by the expiry of this ninety (90) day period, We reserve the right to recover all amounts paid under the Policy with respect to that claim.

If the Policy is cancelled by Us or the Policyholder, and providing that we have not paid a claim or benefit to the Policyholder or a Covered Person under the Policy, 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 or notified against the Policy, there will be no refund of Premium.

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 a Covered 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.

Cover in respect of a Spouse/Partner and/or Dependent Child(ren) will end on the earlier of:

1. the date the Employee'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).

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#### Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities or Covered Person's occupational duties (such as but not limited to a shift from office based occupations to physical labour or change of industry) which increases the risk of a claim being made under this Policy.

Where We are not advised of the types of changes referred to above, We may reduce Our liability if We have been prejudiced in any way (to the extent permitted by law). The potential prejudice to Us includes, but is not limited to, Our inability to amend the terms on which We would have accepted the risk or Our inability to exclude certain aspects of cover for risks which We would not have accepted.

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#### 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.

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#### Due Diligence

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

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#### 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.

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#### 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 (to the extent permitted by law). The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require and which are in the Claimant's possession or control, or within their 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).

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#### 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.

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#### Proper Law

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



## Sanctions Clause

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This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb 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

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

## Subrogation

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If We pay an amount under the Policy, We shall be subrogated 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

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Chubb is a world leader in insurance. 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

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

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