



Chubb Excess Liability  
Insurance Policy Wording

CHUBB®

## Contents

---

Important Notices .....	3
Privacy Statement .....	4
Complaints And Dispute Resolution .....	5
Policy Wording .....	8
Introduction .....	8
1. Insuring Agreement .....	8
2. Exclusions.....	9
3. Definitions .....	9
4. Conditions .....	10
About Chubb in Australia .....	11
Contact Us .....	11

## Important Notices

---

### Duty of Disclosure

---

#### *Your Duty of Disclosure*

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

You have this duty until we agree to insure you.

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

#### *What you do not need to tell us*

You do not need to tell us anything that:

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

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

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

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

### General 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.

## Privacy Statement

---

In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

**You** and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

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

### Why We collect Your Personal Information

---

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

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

### How We obtain Your Personal Information

---

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

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

### When do We disclose Your Personal Information?

---

We may disclose the information We collect to third parties, including:

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

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

### Your decision to provide Your Personal Information

---

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

## Access to and correction of Your Personal Information

---

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

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

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

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)  
Fax: + 61 2 9335 3467  
Address: GPO Box 4907  
Sydney NSW 2001

## Further information request

---

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

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

## How to make a complaint

---

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

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

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

## Complaints And Dispute Resolution

---

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

### Complaints and Customer Resolution Service

---

#### *Contact Details*

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

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

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

#### *Process*

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

#### *Our response*

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

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

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

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

#### External Dispute Resolution

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

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

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399

E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

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

# Policy Wording

---

## Introduction

---

In consideration of the payment of the premium and in reliance upon all statements and declarations made and information provided to Chubb Insurance Australia Limited (ABN 23 001 642 020) (**Chubb**) and subject to all the terms, conditions and limitations of this **Policy**, **Chubb** agrees with the **Insured** as follows:

### 1. Insuring Agreement

---

Subject to the terms, exclusions, definitions, conditions and limitations of this **Policy**, **Chubb** will indemnify the **Insured**, in accordance with the applicable terms, exclusions, conditions and endorsements of the **Underlying Insurance**, for:

#### 1.1 Coverage

All sums which the **Insured** shall become legally liable to pay as **Compensation** in excess of the **Underlying Insurance** stated in the **Schedule**, subject to:

- a) indemnity having been granted by the insurer of the **Underlying Insurance**; and
- b) the limit(s) of the **Underlying Insurance** having been fully exhausted.

#### 1.2 Limits of Liability

**Chubb's** liability in respect of any occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed the sum stated in the **Schedule**.

**Chubb's** aggregate liability for all occurrences arising out of the **Insured's** products will also not exceed the sum stated in the **Schedule**.

**Chubb's** liability under this **Policy** does not increase if there is more than one **Insured** or if the **Underlying Insurance** comprises more than one insurance policy.

In the event the aggregate limit(s) of liability of the **Underlying Insurance** are reduced or exhausted solely as a result of injury, loss or damage occurring during the **Policy Period**, **Chubb** will continue to indemnify the **Insured** for the remainder of the **Policy Period** in excess of the reduced or exhausted limit(s) subject to the terms and conditions of this **Policy** and **Chubb's** limit of liability, but not for broader coverage than that provided by the reduced or exhausted **Underlying Insurance**.

#### 1.3 Defence Costs and Expenses

In addition to **Chubb's** liability to indemnify the **Insured** under this **Policy**, **Chubb** will pay:

- a) all reasonable legal costs and expenses incurred by the **Insured** with the written agreement of **Chubb** (which will not be unreasonably withheld, delayed or conditioned), and
- b) all defence costs incurred by **Chubb**.
- c) **Chubb** will not be liable for defence costs and expenses which are covered by any **Underlying Insurance**.
- d) **Chubb** is not obliged to pay any defence costs or expenses or to defend any suit after **Chubb's** liability under this **Policy** to indemnify the **Insured** has been exhausted.
- e) If a payment exceeding **Chubb's** liability under this **Policy** to indemnify the **Insured** has to be made to dispose of a claim, the liability of **Chubb** for defence costs and expenses is limited to the proportion that **Chubb's** liability to indemnify the **Insured** under this **Policy** bears to that payment.
- f) In the event of a claim being made against the **Insured** in any Court or before any other legally constituted body in the United States of America, Canada or their respective protectorates and territories, the total amount payable by **Chubb** in respect of any **Occurrence** including **Defence Costs** will not exceed the **Limit of Liability** noted in the **Schedule**.

## 2. Exclusions

---

This **Policy** does not indemnify the **Insured** or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with:

### 2.1 Asbestos

asbestos or materials containing asbestos.

### 2.2 Fines, Penalties and Damages

finances, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

### 2.3 Sublimits

any indemnity, liability, injury, loss or damage which is the subject of a sub-limit under any **Underlying Policy**.

### 2.4 Radioactivity

ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

### 2.5 Sanctions

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 is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb 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.

### 2.6 Terrorism

any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

### 2.7 War

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

## 3. Definitions

---

Wherever appearing in this **Policy**, the following definitions apply:

### 3.1 Act of Terrorism means

Any act, including but not limited to the use of force or violence or threat thereof, of any person, people or group of people, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

### 3.2 Compensation means

Monies paid or payable by judgment or settlement together with any liability on the **Insured's** part to pay legal costs and expenses (other than defence costs).

### 3.3 **Insured** means

- a) the **Insured** named in the **Schedule**;
- b) any subsidiary company (including subsidiaries thereof) of the **Insured** named in the **Schedule** and any other organisation under the control of the **Insured** named in the **Schedule** and over which it is exercising active management;
- c) any new organisation acquired by the **Insured** during the **Policy Period** through consolidation, merger, purchase of the assets, assumption of control and active management or creation, provided that:
  - i. such acquisition is notified to **Chubb** in writing within 90 days; and
  - ii. **Chubb** gives notice in writing to the **Insured** that such new organisation shall be covered by the **Policy**; and
  - iii. the **Insured** pays any additional premium that may be required by **Chubb** in respect of such new organisation;
- d) any director, officer, employee, voluntary worker, work experience person, partner or shareholder of the **Insured**, but only whilst acting within the scope of their duties in such capacity;
- e) any social or sporting clubs, first aid, fire and ambulance services formed with the consent of the **Insured** including any office bearer or member thereof in their respective capacities as such.

### 3.4 **Policy** means

This **Policy** wording including the **Schedule** and any endorsement hereto.

### 3.5 **Policy Period** means

The period stated in the **Schedule** or such further period for which this **Policy** has been extended as agreed by **Chubb** in writing.

### 3.6 **Schedule** means

The **Schedule** issued with this **Policy** wording or any subsequent or amended version of that schedule issued by **Chubb**.

### 3.7 **Underlying Insurance** means

Any policy listed in the **Schedule** plus any other underlying insurance added by endorsement.

## 4 Conditions

---

### 4.1 **Changes**

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date, must be notified to **Chubb** in writing immediately after such change comes to the notice of the **Insured's** officer responsible for insurance.

### 4.2 **Insured's duties in the event of an occurrence, Claim or Suit**

- a) In the event of an **Occurrence** or if an **Occurrence** appears reasonably likely to take place the **Insured** must as soon as practicable take at its own expense all responsible steps to prevent or minimise **Personal Injury, Property Damage, Advertising Injury** and any other loss, damage or expense.
- b) **The Insured** must give notice in writing to **Chubb** as soon as practicable of every **Occurrence** likely to give rise to a claim under this **Policy** and must as soon as practicable forward to **Chubb** all documents and information reasonably accessible by the **Insured** relevant to each such **Occurrence** including but not limited to every demand, writ, summons, proceedings, notice of prosecution, inquest or inquiry and all associated information.
- c) **The Insured** must give notice in writing to **Chubb** as soon as practicable of every **Occurrence** involving serious **Personal Injury** (including, but not limited to quadriplegia, paraplegia, brain damage and loss of a limb) or substantial **Property Damage** (including, but not limited to substantial damage to buildings, structures or equipment caused by fire, collapse, explosion and loss of support) or any **Occurrence** where the amount of the claim is likely to exceed 25% of the sum of the **Underlying Policy** and must as soon as practicable forward to **Chubb** all information relevant to the **Occurrence** held by the **Insured**.

- d) The **Insured must** not, without **Chubb's** prior written consent (which will not be unreasonably withheld or delayed), make any admission, offer, promise or payment in connection with any **Occurrence**.
- e) The **Insured** must use its best endeavours to preserve all property, any **Product**, appliance and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation, where it is safe and reasonable to do so, and so far as may be reasonably practicable no alteration or repair is to be effected without the consent of **Chubb** until **Chubb** has had an opportunity of inspection.

#### 4.3 Right to participate in claim conduct and co-operation of the Insured

- a) **Chubb** has the right to handle any claim under this **Policy** in the manner it wishes. **Chubb** shall not be required to assume conduct of the defence or settlement of any claim brought against the **Insured** but **Chubb** shall have right and be given the opportunity to participate with the **Insured** and the insurer(s) of the **Underlying Insurance** in the defence or settlement of any such claim.
- b) The **Insured** shall provide **Chubb** with all necessary co-operation and assistance to defend such claim and prosecute any recovery or contribution action.

#### 4.4 Assignment

Assignment of an interest under this **Policy** does not bind **Chubb** until its consent is endorsed on the **Policy**. If the **Insured** dies or is adjudged bankrupt or insolvent, this insurance will cover:

- a) the **Insured's** legal representative acting on behalf of the **Insured** or the **Insured's** estate;
- b) any person or corporation having lawful temporary custody of property which is or was before the **Insured's** death owned or possessed by the **Insured** until the appointment of a legal representative.

#### 4.5 Statutory Requirements

The **Insured** must take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

#### 4.6 Cancellation

- a) The **Insured** may cancel this **Policy** by giving notice in writing to **Chubb**. If such notice is given, the cancellation will take effect on the day the notice is received by **Chubb**.
- b) **Chubb** may cancel this **Policy** in any of the circumstances set out in the Insurance Contracts Act 1984 (as amended). Such cancellation is to take effect 30 days from the time notification is received by the **Insured**.
- c) Upon cancellation by the **Insured** or **Chubb** the **Insured** will receive a pro rata refund of premium for the unexpired **Policy Period** subject to the **Insured** complying with 4.6 (d).
- d) When the premium is subject to adjustment, cancellation will not affect the obligation of the **Insured** to supply to **Chubb** such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

#### 4.7 Applicable Law

Should any dispute arise concerning this **Policy**, the dispute will be determined in accordance with the law of Australia and the States and Territories thereof. In relation to any such dispute the parties agree to submit to the exclusive jurisdiction of any competent court in a State or Territory of Australia.

#### 4.8 Insurance Contracts Act 1984

Nothing contained in this **Policy** is to be construed to reduce or waive the **Insured's** or **Chubb's** privileges, rights or remedies available under the Insurance Contracts Act 1984.

#### 4.9 Maintenance of Underlying Insurance

The **Insured** shall maintain the **Underlying Insurance** in full effect during the **Policy Period**, except for any reduction or exhaustion of the aggregate limit(s) contained in such policies solely by payment of claims arising out of occurrences covered there under.

Failure to comply with this condition or the bankruptcy or insolvency of any of the underlying insurer(s) shall not invalidate this **Policy** but in the event of such circumstances, **Chubb** shall be liable only to the extent that it would have been liable had such circumstances not existed during the **Policy Period**.



## About Chubb in Australia

---

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

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

## Contact Us

---

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

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

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