

INSURANCE TERMS AND CONDITIONS

American Express® Business Card

Cover is effective from

25 January 2021

Contents

1. Eligibility and activation of insurance benefits	2
2. Summary of benefits and scope of cover	3
3. Important information about this cover	4
4. Definitions	5
5. Benefits	8
Section (a) transport accident cover	8
Section (b) card account balance waiver cover	9
Section (c) business trip completion cover	9
6. General terms and conditions applicable to all sections A–C above	11
7. How to make a claim	13
8. Complaints and dispute resolution	14
9. Privacy	15
10. General insurance code of practice	16
11. Financial claims scheme and compensation arrangements	16

TERMS AND CONDITIONS

AMERICAN EXPRESS BUSINESS CARD INSURANCES

Policy Number: 09NACSBGR5

Cover is effective from 25 January 2021

These Terms and Conditions were prepared on 1 December 2020.

This booklet contains important information about Your American Express Business Card complimentary insurance and should be read carefully and stored in a safe place. We recommend that You take a copy with You when You travel.

Please familiarise Yourself with its contents. We want to ensure You are clear about what Your American Express Business Card complimentary insurance covers You for. So if You are unclear about anything in this document, please call the number below and Our insurance team will be happy to assist You with any enquiries.

Please note that amounts quoted are in Australian dollars, unless otherwise stated.

1. ELIGIBILITY AND ACTIVATION OF INSURANCE BENEFITS

Important: In order to be eligible for the complimentary insurance benefits, You must first purchase the full fare for a Trip on the American Express Business Card Account. See the table below for details of when You are eligible for cover:

ACTIVATION OF TRAVEL INSURANCE COVER:

Cover is effective for each Trip only when You pay the full return fare for a return Trip on:

- (a) Your American Express Business Card; or
- (b) You pay using American Express Membership Rewards points.

The Trip must be a return Trip and commence and end in Australia. Cover is not activated until a return ticket has been purchased.

Important: One-way Trips are not covered.

For medical and travel emergencies please contact Chubb Assistance on +61 2 9335 3492.

IF YOU REQUIRE EMERGENCY ASSISTANCE ANYWHERE IN THE WORLD CONTACT THE LOCAL TELEPHONE OPERATOR AND REQUEST A REVERSE CHARGE CALL.

For claims and general enquiries about these Terms and Conditions, please contact Chubb:

Address:	Grosvenor Place, Level 38, 225 George Street, SYDNEY NSW 2000 Australia
Postal Address:	GPO Box 4065, SYDNEY NSW 2001
Telephone:	1800 236 023
Overseas Telephone:	+61 2 9335 3492
Facsimile:	+61 2 9335 3467
Email:	CardmemberServices.ANZ@Chubb.com

2. SUMMARY OF BENEFITS AND SCOPE OF COVER

The terms of cover set out below describe the benefits provided to You pursuant to the Master Policy and the terms and conditions which apply. By way of summary only, You are, from the time You become covered until the time access to the benefit terminates (see below), entitled to coverage for:

Section	Benefit	Summary	Page
TRAVEL INSURANCE COVER			
A	Transport Accident Cover	<p>Cover for:</p> <ul style="list-style-type: none"> Loss arising while riding as a passenger on, or transport to/from a Common Carrier Conveyance. Loss arising while in a departure or destination terminal. Loss arising from exposure and disappearance. 	8
B	Card Account Balance Waiver Cover	<p>Cover for:</p> <ul style="list-style-type: none"> The outstanding balance of the American Express Card Account at the time of the accident should You suffer a Loss under Section (A). 	9
C	Business Trip Completion Cover	<p>Cover for:</p> <ul style="list-style-type: none"> Alternative Employees Expenses incurred as a result of Your accidental death, Serious Injury or Serious Sickness or the accidental death of a Close Relative. 	9

This is a summary only. Please refer to each benefit section of the document for a complete list of benefit limits and applicable terms and conditions.

Exclusions and Limitations

As with all insurance policies, there are some very important exclusions and limitations that apply. You should read this document carefully. This policy contains both general and specific exclusions. General exclusions apply to all parts of the Policy and can be found at page 11 under the section titled General Exclusions. Specific exclusions apply only to specific parts of the policy and can be found at the end of each benefit section.

We have highlighted a few important exclusions and limitations below:

- Losses arising from any Pre-existing Medical Conditions are not covered.
- Losses arising from the death, imminent death, serious accident or acute illness of any Close Relative who is over the age of eighty (80) years are not covered.

Termination

Cover will terminate at the earlier of the following:

- cancellation of the American Express Business Card Account; or
- termination of the Master Policy.

The cover provided is subject to any endorsements and/or amendments to the Master Policy from time to time. A copy of any updated information is available to You at no cost by visiting the website at www.americanexpress.com.au/businessst&cs.

This document replaces and supersedes any certificates that have been previously issued or details of terms of cover for the Master Policy provided prior to the effective date of these Terms and Conditions.

3. IMPORTANT INFORMATION ABOUT THIS COVER

These Terms and Conditions set out important information about Transport Accident Cover, Card Account Balance Waiver Cover and Business Trip Completion Cover.

These Terms and Conditions explain the nature of the insurance arrangement and its relevant benefits and risks.

AEII holds a Master Policy (Chubb reference number 09NACSBGR5 the “Master Policy”) with Chubb.

Under the Master Policy, You get access to the benefits detailed in these Terms and Conditions (subject to the terms and conditions specified) provided by Chubb as the insurer where You have met the activation and eligibility requirements set out in the Eligibility & Activation of Insurance Benefits above. You are not charged by Chubb for these benefits.

Access to this insurance is provided to You solely by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth). You are not a contracting insured (ie. You cannot vary or cancel the cover – only AEII can do this) and You do not enter into any agreement with Us. AEII is not the insurer, does not guarantee or hold this right on trust for You and does not act as Chubb’s agent (that is, on behalf of Chubb). Neither AEII nor any of its related corporations are Authorised Representatives (under the Corporations Act 2001 (Cth)) of Chubb or any of its related companies.

AEII is not authorised to provide any advice, recommendations or opinions about this insurance on behalf of Chubb.

No advice is provided by Chubb on whether this insurance is appropriate for Your needs, financial situation or objectives. You should read these Terms and Conditions carefully and contact Chubb if assistance is required.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a claim under the cover provided in the Terms and Conditions, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document.

Please keep detailed particulars and proof of any loss including, but not limited to, the sales receipt and card account statement showing any purchases made.

Updating these Terms and Conditions

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at www.americanexpress.com.au/businessst&cs. Chubb will issue a new document or a supplementary document to AEII to advise of a change to the existing Terms and Conditions or to make any necessary corrections.

4. DEFINITIONS

The following words when used with capital letters in this document have the meaning given below.

Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) of Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000 Australia, the insurer of the Master Policy held by AEII.

Chubb Assistance means the service provider acting on behalf of Chubb to provide emergency medical and travel assistance.

AEII means American Express International, Inc. (ABN 15 000 618 208, AFS Licence No. 237996) of 12 Shelley Street, Sydney NSW 2000, the Master Policy holder.

American Express Australia means American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000.

American Express Business Card Account means an American Express Business Card account issued by American Express Australia, billed from Australia and in Australian dollars.

American Express Business Card Account Member means the basic holder of an American Express Business Card Account, including the holder of an Employee American Express Business Card issued by American Express Australia and billed from Australia in Australian dollars.

Appointed Claims Handler means Chubb or its claims handling agent and/or representative.

Close Relative means Spouse, parent, parent-in-law, step-parent, child, brother, half-brother, step-brother, brother-in-law, sister, half-sister, step-sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, grandparent or grandchild.

Common Carrier Conveyance means an air, land or water vehicle (other than a rental vehicle or Private Charter aircraft) operated by a common carrier licensed to carry passengers for hire (including taxis and airport limousines).

Common Carrier Conveyance Trip means a Trip:

- a) taken by You on a Common Carrier Conveyance between the point of departure and the final destination as shown on Your ticket; and
- b) for which the entire fare has been charged to Your American Express Business Card Account (or equivalent in American Express Membership Rewards points).

Dependent Child means an American Express Business Card Account Member's legally dependent child up to and including the age of twenty-two (22), including a stepchild or legally adopted child, who is wholly dependent on the American Express Business Card Account Member for financial support.

Doctor means a legally registered medical practitioner or dentist who is not You or Your relative.

Domestic Return Trip means:

1. a return trip that is more than 150 km from Your place of residence and is within Australia; and
2. for which the full return fare has been charged to Your American Express Business Card Account (or equivalent American Express Membership Rewards points).

Injury means bodily injury which:

1. is caused by accidental, violent, external and visible means (the accident) and results solely and directly from the accident and independently of all other causes; and
2. causes a loss, within one-hundred (100) days of the accident.

Insolvency means bankruptcy, provisional liquidation, liquidation, insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts or the happening of anything of a similar nature under the laws of any jurisdiction.

International Return Trip means:

1. a return trip anywhere outside Australia; and
2. which commences and ends in Australia; and
3. for which the full return fare has been charged to Your American Express Business Card Account (or equivalent American Express Membership Rewards points).

Loss means loss of life, or:

1. complete and permanent severance of a foot at or above the ankle joint;
2. complete and permanent severance of a hand at or above the wrist;
3. the irrecoverable loss of the entire sight of an eye.

Medical Condition means any medical or psychological disease, sickness, condition, illness or injury that has affected:

1. You or any travelling companion or person with whom You intend to stay whilst on Your Trip; or
2. Your Close Relative or the Close Relative of any travelling companion; or
3. a Close Relative of a person with whom You intend to stay whilst on Your Trip.

Pre-existing Medical Condition means:

1. any past or current Medical Condition that, during the 2 years prior to You booking any Trip has given rise to symptoms, or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; or
2. any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking any Trip; or
3. any pregnancy if, at the time of any Trip, is within eight (8) weeks of the estimated date of delivery.

Private Charter means a flight or flights during Your Trip on an aircraft where You and Your travelling companions are the only passengers.

Purchase Price means the amount shown on the American Express Business Card Account billing statement.

Scheduled Airline means an airline listed in the official airline guide or equivalent and the air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Scheduled Airline does not include Private Charter.

Scheduled Flight means a flight in an aircraft on a Scheduled Airline.

Special Sports means boxing; cave diving; horse jumping; hunting and hunting on horseback; professional sports; solo canyoning; solo caving; solo diving; solo mountain-climbing; steeple chasing; any form of motor racing, speed,

performance or endurance tests; abseiling; American football; baseball; bob sleigh; bungee jumping; canoeing; clay pigeon shooting; deep sea fishing; fell running; go-karting; hang gliding; heli-skiing; hockey; horse riding; hot air ballooning; ice hockey; jet biking and jet skiing; luge; martial arts; microlighting; mountain biking off tarmac; mountaineering; parachuting; paragliding; parascending; paraskiing; polo; potholing; quad biking; rock climbing; rugby; scuba diving deeper than thirty (30) metres; skeleton; skidoo; ski-jumping; ski-racing; ski-stunting; tour operator safari (where You or any tourist will be carrying guns); trekking; war games/paint ball; white water canoeing and rafting; yachting more than twenty (20) nautical miles from the nearest coastline.

Spouse means an American Express Business Card Account Member's husband, wife, fiancé(e) or a de-facto and/or life partner with whom the American Express Business Card Account Member has continuously cohabited for a period of six (6) months or more.

Terrorism means activities against persons, organisations or property of any nature:

1. that involves the following or preparation for the following:
 - (a) use of, or threat of, force or violence; or
 - (b) commission of, or threat of, force or violence; or
 - (c) commission of, or threat of, an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
2. when one (1) or both of the following applies:
 - (a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Treatment means surgical or medical procedures performed by a Doctor or qualified dentist where the sole purpose of which is to cure or relieve acute illness or injury.

Trip means a Domestic Return Trip or International Return Trip, commencing and ending in Australia, and ceasing the earlier of:

1. when You return to Your usual place of residence;
2. when Your Trip exceeds sixty-two (62) consecutive days; or
3. when You have travelled a total of one hundred and twenty (120) days during each year of American Express Business Card Account membership.

We/Our/Us means Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).

You/Your means any person provided they are an American Express Business Card Account Member or their Spouse or Dependent Child.

5. BENEFITS

SECTION (A) TRANSPORT ACCIDENT COVER

Cover

Cover is provided under this section for the following benefits, subject to all terms, conditions and limitations set out in this document.

1. *Loss arising while riding as a passenger in a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss as a result of riding as a passenger in, or boarding or alighting from, or being struck by a Common Carrier Conveyance, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

2. *Loss arising from transport to/from a Common Carrier Conveyance*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss as a result of riding as a passenger in a Common Carrier Conveyance:

(a) when going directly to a point of departure (as designated on Your ticket) for the purpose of boarding a Common Carrier Conveyance; or

(b) when leaving a destination after alighting from a Common Carrier Conveyance

We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

3. *Loss arising while in a departure terminal or destination terminal*

If whilst on a Common Carrier Conveyance Trip You sustain an Injury that results in a Loss due to an accident while You are in either the point of departure terminal or destination terminal (both as designated on Your ticket), We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

4. *Loss arising from exposure*

If whilst on a Common Carrier Conveyance Trip You are unavoidably exposed to the elements and sustain an Injury that results in a Loss, other than Loss of life, due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

5. *Loss arising from disappearance*

If whilst on a Common Carrier Conveyance Trip You disappear due to an accident which results in the disappearance, sinking or wrecking of the Common Carrier Conveyance on which You were travelling, and Your body has not been found within fifty-two (52) weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that You suffered Loss of life and We will pay the applicable benefit amount noted in paragraph 6 of this section entitled "Benefit Amounts and Covered Limits".

6. *Loss arising from disappearance*

Loss type	Benefit amount (AUD)
Loss of life	150,000
Dismemberment:	
Loss of both hands or both feet	150,000
Loss of one (1) hand and one (1) foot	150,000
Loss of entire sight of both eyes	150,000
Loss of entire sight of one (1) eye and one (1) hand or one (1) foot	150,000
Loss of one (1) hand or one (1) foot	75,000
Loss of the entire sight of one (1) eye	75,000

Terms and Conditions applicable to Transport Accident Cover

1. In no event will We pay for more than one (1) Loss sustained by You as a result of any one (1) accident or Injury. Where more than one (1) type of Loss is sustained, the benefit will be paid for the greatest Loss amount.
2. If You are also entitled to make a claim under the insurance cover provided by Us under another American Express Australia issued card account, We will only make one (1) payment equal to the highest benefit amount payable under all insurance cover provided by Us in relation to the accident and Loss in question.
3. Benefits will be paid in Australian dollars to You or, in the case of Your Loss of life, to Your estate.

SECTION (B) CARD ACCOUNT BALANCE WAIVER COVER

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

Payment of outstanding balance of American Express Business Card Account

If You suffer a Loss under Section (A) – Transport Accident Cover then, in addition to the benefit payable under Section (A) and You are the owner of an American Express Business Card Account, We will also pay to You American Express Business Card Account, the lesser of either:

- (a) the outstanding balance of Your American Express Business Card Account as at the time of the accident (including American Express Card Account charges incurred prior to the accident and not yet billed); or
- (b) the sum of \$10,000.

Exclusions under Card Account Balance Waiver Cover

We will not pay any amounts identified on Your American Express Business Card Account monthly statement issued prior to the accident which are more than ninety (90) days overdue for payment.

SECTION (C) BUSINESS TRIP COMPLETION COVER

Specific Definitions under Business Trip Completion Cover

Alternative Employees Expenses means reasonable and necessary airfares, accommodation and meal expenses, and other essential expenses incurred in transporting a substitute person to complete Your original Trip and business objectives.

Serious Injury or Serious Sickness means injury or sickness which entirely prevents You from completing all or the necessary part of Your business objectives for the Trip and which, based on medical evidence, is likely to last for longer than the available time to complete Your business objectives of the Trip. Such total disablement must commence while You are on the Trip.

Cover

Cover is provided under this section for the following benefit, subject to all terms, conditions and limitations set out in this document.

1. Alternative Employee Expenses

If whilst You are on a Common Carrier Conveyance Trip, Your company necessarily incurs Alternative Employee Expenses as a result of Your accidental death, Serious Injury or Serious Sickness, or the accidental death of a Close Relative who is under eighty (80) years of age, We will pay expenses incurred for:

- (a) return airfares at the same class as the original ticket limited to \$10,000; and
- (b) accommodation and meal expenses limited to \$3,000; and
- (c) other essential expenses incurred in transporting the substitute person limited to \$150.

Exclusions under Business Trip Completion Cover

We will not cover any loss caused arising from:

1. injury or sickness where the Common Carrier Conveyance Trip was taken against the advice of a Doctor;
2. pregnancy or any complication thereof;
3. the accidental death of a Close Relative who is over eighty (80) years of age.

6. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SECTIONS A–C ABOVE.

General Exclusions

We will not cover losses under any sections of these Terms and Conditions which are recoverable from any other source, or arising from:

1. pre-existing Medical Conditions;
2. alcohol intoxication as defined in the jurisdiction where the accident occurred and/or acting under the influence of alcohol above the permitted legal limit;
3. intentionally self-inflicted injury, suicide, self-destruction or any attempt of threat while sane;
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war;
6. service in the military, naval or air service of any country;
7. participation in any military, police or fire-fighting activity;
8. activities undertaken as an operator or crew member of any conveyance;
9. flying in military aircraft or any aircraft which requires special permits or waivers;
10. commission of or attempt to commit an illegal act by or on behalf of You or Your beneficiaries;
11. direct or indirect, actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination;
12. taking of any drug, medication, narcotic or hallucinogen, unless as prescribed by a Doctor;
13. taking of alcohol in combination with any drug or medication;
14. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
15. an act of Terrorism except when such event occurs under the cover in Section (A) Transport Accident Cover of these Terms and Conditions;
16. any condition that results in a fear of flying or travel-related phobias.

General Conditions

1. You must not agree to limit or exclude any right of recovery You may have against a third party for loss, damage or liability that is or may be subject to a claim under this cover. You agree that We have the right to pursue Your rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and You must do everything reasonably necessary to assist Us to do so.
2. If You make a claim under this cover, You must provide Us with details of all other insurances that You are aware of that may cover the loss, damage or liability that is subject to the claim.
3. To the extent permitted by law, We will only provide cover to You in excess of loss, damage or liability that is covered by any of the following types of insurance entered by You before or after You have access under this cover:
 - (a) insurance that You are required to effect under Australian laws;
 - (b) travel insurance;
 - (c) life insurance;
 - (d) consumer credit insurance;
 - (e) credit card insurance;
 - (f) private health insurance;
 - (g) home and contents insurance;
 - (h) business insurance;
 - (i) public liability insurance;
 - (j) income protection insurance;
 - (k) third party property motor vehicle insurance;
 - (l) comprehensive motor vehicle insurance;
 - (m) insurance entered into by someone else, either before or after You have access under this cover, which provides cover to You.

7. HOW TO MAKE A CLAIM

When making a claim You must:

1. supply Your American Express Business Card Account Number;
2. supply all Your original invoices, receipts, and reports and any other documentation necessary to support Your claim;
3. provide proof of purchase for items being claimed. If no proof of purchase can be provided your claim may not be paid, and this decision will be made at Our complete discretion;
4. disclose to Us details of any other insurance cover under which You may be entitled to claim.

MAKING A CLAIM UNDER THESE TERMS AND CONDITIONS

If You fail to comply with the Terms and Conditions of this cover, We may be entitled to refuse to pay or reduce any claim that may be payable.

Please first read the relevant section of the specific benefit and general terms and conditions to determine what is covered, noting particularly any conditions and exclusions and/or requests for specific data relating to Your claim.

Claiming under the Terms and Conditions

1. In the event of a medical emergency or for travel assistance whilst overseas call Chubb Assistance on +61 2 9335 3492.
2. To make a claim, please submit a written notice of a claim to The Claims Department, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, or by facsimile on +61 2 9335 3467, within twenty (20) days after the occurrence or commencement of any loss covered or as soon as reasonably practicable thereafter.
3. For a claim form please contact Us on 1800 236 023 or +61 2 9335 3492.
4. Benefits will be payable upon receipt of written proof, as required by Us, of a legitimate covered loss.
5. You must supply all of Your original invoices, receipts, and reports and any other documentation necessary to support Your claim. You should keep copies of all documents that You send to Chubb.
6. All information and evidence required by Us or Our agents shall be furnished at the expense of You or Your personal representative and shall be in such form and of such nature as We may prescribe.
7. We will make payments within thirty (30) days if You are entitled to receive reimbursement.

8. COMPLAINTS AND DISPUTE RESOLUTION

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1800 815 675 or email complaints.AU@Chubb.com. To assist Chubb with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us at:

	The Complaints Officer Chubb Insurance Australia Limited
Postal address:	GPO Box 4907 Sydney NSW 2001
Telephone:	1800 815 675
Facsimile:	(+61 2) 9335 3467
Email:	complaints.AU@Chubb.com

We will respond to Your complaint within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be treated as a dispute and referred to Chubb's dispute resolution team at:

	Internal Dispute Resolution Service Chubb Insurance Australia Limited
Postal address:	GPO Box 4907 Sydney NSW 2001
Telephone:	(+61 2) 9335 3200
Facsimile:	(+61 2) 9335 3467
Email:	DisputeResolution.AU@Chubb.com

We will respond to Your dispute within 15 business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes.

Stage 3 – External Dispute Resolution

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may seek to have Your complaint considered by AFCA, an independent, external dispute resolution body. AFCA will review Our actions in accordance with its Scheme Rules to determine if We have fulfilled Our obligations to You. Please note that AFCA will refer You to Chubb if You didn't first raise Your complaint with Us.

You may contact AFCA by the following means:

Mail:	Australian Financial Complaints Authority Limited GPO Box 3, Melbourne VIC 3001
Telephone:	1800 931 678
Internet:	www.afca.org.au

9. PRIVACY

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

Personal Information Handling Practices

Collection, Use and Disclosure

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

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

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies, (such as the regional head offices of Chubb located in Singapore, UK or USA) or third parties with whom we, or those other Chubb Group entities, have sub-contracted to provide a specific service for us and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1998 (Cth).

Your Choices

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

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email customerservice.aunz@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@Chubb.com.

10. GENERAL INSURANCE CODE OF PRACTICE

Chubb is a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that Chubb will uphold in respect of the products and services that We provide. Further information about the code is available at www.codeofpractice.com.au and on request.

11. FINANCIAL CLAIMS SCHEME AND COMPENSATION ARRANGEMENTS

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act



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