

BUSINESS INSURANCE

AMERICAN EXPRESS® BUSINESS INSURANCE
POLICY WORDING AND PRODUCT DISCLOSURE
STATEMENT (PDS)

Insurer: Chubb Insurance Australia Limited
ABN 23 001 642 020. AFS Licence No. 239687

Promoter: American Express Australia Limited
ABN 92 108 952 085. AFS Licence No. 291313.



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1 Who Can I Contact If I Have Questions?

For Enquiries Relating to:	Please Contact:
<p>Your Policy</p> <p>If You have questions relating to Your American Express Business Insurance Policy or would like to change Your level of cover.</p> <p>Cancelling Your Policy</p> <p>You may cancel Your Policy at any time, either by calling or writing. For more information refer to PDS Section 5 General Conditions.</p> <p>Making a claim</p> <p>If You have any questions regarding claims, or would like to request a claims form. For more information refer to PDS Section 6 How To Make a Claim.</p>	<p>Chubb Insurance</p> <p>1300 307 376</p> <p>amexbusiness.au@chubb.com</p>
<p>Making a complaint</p> <p>If You are dissatisfied with Our services and products in any way You can contact Us by phone or by email.</p> <p>For more information refer to PDS Section 9 Complaints and Dispute Resolution.</p>	<p>Chubb Insurance</p> <p>1300 307 376</p> <p>Complaints.AU@chubb.com</p>

2 About Chubb Insurance Australia Limited (Chubb)

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer 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
Telephone:	1300 307 376
Facsimile:	(02) 9335 3411
E-mail:	CustomerService.AUNZ@chubb.com

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, We assess, assume and manage risk with insight and discipline. We service and pay Our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au

The Promoter

American Express Australia Limited (ABN 92 108 952 085, AFS Licence No. 291313) (American Express) is the promoter of this product. American Express receives a commission from Chubb for referring You to Us. In referring You to Us, American Express acts on Our behalf and not on Your behalf. American Express does not issue or underwrite the Policy, and is not responsible for any claim made or benefits provided under the Policy.

3 Important Information About This Policy Wording

Welcome and thank You for choosing American Express. This Policy Wording and Product Disclosure Statement ('the PDS') contains important information to assist You in understanding the American Express Business Insurance Product and making an informed choice about Your insurance requirements. **It is important that You carefully read and understand the PDS before making a decision to purchase this product.**

General advice

Any advice that may be contained within this PDS or accompanying material is general only and does not take into account Your individual objectives, financial situation or needs. You need to make Your own assessment whether the limit, type and level of cover are appropriate for You.

How to read this PDS

Throughout this document, certain words begin with capital letters. These words have special meaning and are defined in Section 2 - Meaning of Certain Words below. Please use that section to find the meaning of these words throughout this document.

How does the insurance work?

In return for You paying Us a premium, We will insure You for the Events described in the PDS, subject to specific terms, conditions and exclusions.

What documents make up the insurance Policy?

If You decide to purchase American Express Business Insurance, Your Policy will consist of:

- + this document;
- + Your Policy Schedule;
- + Your Insurance Application; and

any other documents that We tell You form part of Your Policy. You should keep these documents in a safe place in case You need to refer to them in the future. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place as well.

What cover is available under the insurance Policy?

You can choose from seven different categories of Cover to be included in Your Policy. Some categories of Cover also require You to choose from up to three different benefit levels. You are not automatically insured under each category of Cover. You are only insured for Cover that You choose to be included in Your Policy Schedule.

We will tell You in writing what the dollar amount of Your benefits and level of Cover are after You have chosen them.

What premiums will I pay?

We take a number of factors into account when calculating Your premium. These factors may include the number of Employees of the Business and the Business Owner's age, the selected benefit level as well as other information You provide to Us when applying for this insurance.

Factors that increase the risk to Us generally increase the premium and those that lower the risk reduce the premium payable. Your premium includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges, taxes or levies (including stamp duty and GST) in relation to the Policy.

We will tell You in writing what premium is payable when it needs to be paid and how it can be paid.

We may change Your premium from the Renewal Date if We notify You of the change prior to that date.

Your duty of disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a broader 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.

Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

What You do not need to tell Us

You do not need to tell Us something 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 something You are required to tell Us, 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.

Cooling off period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if the Policy meets Your needs. You may cancel Your Policy simply by calling Us on 1300 307 376 or advising Us in writing within those fourteen (14) days to cancel it. If You do this, We will refund any premiums You have paid during this period.

These cooling off rights do not apply if You have made or You are entitled to make a claim during this period.

Updating Our PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us on 1300 307 376.

We will issue You with a new or supplementary PDS where We need make changes to the PDS. For example, where We need to rectify statements or omissions which are misleading, deceptive or materially adverse from the point of view of a reasonable person deciding whether to buy this product.

General Insurance Code of Practice

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

Please check these documents to make sure all the information in them is correct. Please contact Chubb straight away if any alterations are needed or if You change Your address or payment details.

4 The Meaning Of Certain Words

In this document, the following definitions and interpretations apply.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

Word	Meaning
'Accident'	a sudden, external and identifiable event that happens by chance and could not have been expected from Your perspective. The word "Accidental" will be construed accordingly.
'Bodily Injury'	<p>(a) a bodily injury to the Business Owner that occurs during the Period of Insurance resulting solely and directly from an Accident; and</p> <p>(b) the Accident occurs at least fourteen (14) days after the Commencement Date of the Policy (with the exception of Accidental Loss of Life); and</p> <p>(c) the bodily injury occurs independently of any illness or other cause; and</p> <p>(d) the bodily injury occurs within twelve (12) months of the Accident;</p> <p>But bodily injury does not include:</p> <p>(a) a Sickness;</p> <p>(b) Pre-Existing Medical Condition; or</p> <p>(c) Post-Traumatic Stress Disorder.</p>
'Accidental Loss of Life'	death occurring as a result of an Bodily Injury and includes Disappearance.
'Business'	the business which is named in the Policy Schedule, including any Subsidiaries. The business must have an Australian Business Number which is an eleven digit unique identifier.
'Business Owner'	a natural person, named on the Policy Schedule, who has a financial interest in the Business at the time of the Event.
'Commencement Date'	the date from which We agree to provide insurance under the Policy as shown on the Policy Schedule.
'Disappearance'	if Your body has not been found within twelve (12) months from the date of the sinking, wrecking, or disappearance of a conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of a Bodily Injury.
'Doctor'	a legally registered medical practitioner who is not You or Your relative.
'Excess'	the first amount of each and every claim We do not pay which the Business or Business Owner is required to bear themselves as shown in each benefit section in the Policy either expressed as a monetary amount or a percentage of the loss.
'Employee'	any person who is employed by the Business under an employment contract and is compensated by the Business by way of salary, wages, commission or other benefit and who is working under the Business's direct control and supervision, and resides in Australia.
'Event(s)'	an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.
'Income'	Your weekly pre-tax and pre-personal deductions revenue averaged during the period of twelve (12) months immediately preceding the date of Your Accidental Injury, or over such shorter period as You have been employed in Your usual work in Australia.
'Limb'	the entire limb between the shoulder and the wrist and includes the whole Hand, or between the hip and the ankle and includes the whole Foot.
'Maximum Age'	Your age up to and including seventy-four (74) years.
'Paraplegia'	the loss of use of both legs and the permanent loss of use of part of or whole of the lower half of the body having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement.

Word	Meaning
'Period of Insurance'	one (1) calendar year from the Commencement Date or the latest Renewal Date, whichever is the later.
'Permanent Loss'	(a) physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement; or (b) irrecoverable loss of all sight in one or both eyes; or (c) entire and irrecoverable loss of hearing; or (d) entire and irrecoverable loss of the ability to speak, which in each case is caused by a Bodily Injury.
'Policy'	the Policy Wording and Product Disclosure Statement (PDS), Policy Schedule and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.
'Policy Schedule'	the document We send You which contains details of the cover provided to You by Us.
'Policy Wording and Product Disclosure Statement (PDS)'	this document.
'Post Traumatic Stress Disorder'	a condition of persistent mental and emotional stress occurring as a result of injury or severe psychological shock.
'Pre-Existing Medical Condition'	(a) any condition for which a Doctor was consulted and for which treatment or medication was prescribed prior to the Commencement Date; or (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Commencement Date.
'Quadriplegia'	the loss of use of both arms and both legs in their entirety having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement.
'Renewal Date'	one (1) year from the Commencement Date and subsequent anniversaries of that date.
'Sickness'	any illness or disease first manifesting itself during the Period of Insurance shown on Your Policy Schedule, and which is diagnosed by a Doctor.
'Subsidiary'	Subsidiary means any Australian incorporated entity that the company shown in the Policy Schedule directly or indirectly: <ol style="list-style-type: none"> controls a majority of the voting rights; or controls the right to appoint or remove a majority of its board of directors; or holds more than half of the issued share capital. Subsidiary also means any joint venture or entity over which the Business named in the Policy Schedule directly or indirectly exercises effective management control.
'Temporary Total Disablement' or 'TTD'	means the Business Owner is, in the opinion of a Doctor, temporarily unable to engage in their usual occupation or business duties, and while the Business Owner is under the regular care of and acting in accordance with the instructions or advice of a Doctor.
'Waiting Period'	the period of time for and in respect of which an Event occurs and a claim is made but no benefits are payable
'We', 'Us', 'Our'	the insurer Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).
'You', 'Your', 'Yours', 'Yourself'	the Business Owner, Business or both as the context requires.

5 American Express Business Insurance Summary

The following section contains a helpful summary about American Express Business Insurance. Please note that it is a limited summary only. It does not form part of Your Policy and it cannot be relied on as a full description of the Cover provided. Although We have tried to draw important features of the product to Your attention, each Cover is subject to terms, conditions, exclusions and limitations not listed in the Summary. You need to read the Cover sections of the Policy to properly understand the Cover provided.

Eligibility criteria

Certain Eligibility criteria apply for a Business Owner or Business to be eligible to purchase this product. The Business Owner must be at the time of application:

- + a natural person; and
- + an Australian resident; and
- + over the age of eighteen (18) and younger than seventy-five (75) years of age.

The Business (including all Subsidiaries) must at the time of application and at renewal:

- + have less than 250 Employees; and
- + combined turnover of the Business of less than AUD \$10 million; and
- + not be involved in manufacturing, mining, or importation.

Summary of benefits and exclusions table

The Summary of Benefits and Exclusions Table on pages 10 – 12 summarises each type of Cover under this Policy. The table can be used as a quick reference guide and includes:

- + a description of the Cover;
- + the sum insured options;
- + any applicable sub-limits; and
- + key exclusions.

Please note that other documents that make up the Policy, such as the Policy Schedule, may amend the standard terms, conditions and exclusions contained in this Policy document.

General exclusions applicable to all cover sections

In addition to the specific exclusions in the Policy, this Policy does not cover:

- + where paying a benefit is prohibited by law;
- + to the extent that the provision of cover, payment of a claim or provision of a benefit would expose Us, or Our parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, Australia, New Zealand, United Kingdom, Hong Kong or United States of America.

Summary Of Benefits And Exclusions Table

Section Cover	Cover Description	Maximum Sum Insured			Excess or Waiting Period	Exclusions	
Business Owner Only Benefits		Level 1	Level 2	Level 3			
1	Business Owners Accidental Loss of Life and Serious Accident Cover	This option provides cover for Accidental Loss of Life and Permanent Loss, Quadriplegia or Paraplegia as a result of a Bodily Injury.	\$50,000	\$100,000	\$250,000	Nil	<p>This cover applies to accidents only. It does not cover You for:</p> <ul style="list-style-type: none"> + sickness; + Your pre – existing medical conditions; or + post traumatic stress. <p>This cover does not apply where You lose Your life or have an accident as a result of:</p> <ul style="list-style-type: none"> + self inflicted injury, suicide or criminal acts; + intoxicating liquor or drugs; + professional sport; + motor sports; + aviation.
		Applicable percentage limits to the following:	As a percentage of the Sum Insured				
		+ Accidental Loss of Life	100%				
		+ Quadriplegia	100%				
		+ Paraplegia	100%				
		+ Permanent Loss of use of two Limbs	100%				
		+ Permanent Loss of use of one Limb	50%				
		+ Permanent Loss of entire sight of both eyes	100%				
		+ Permanent Loss of sight of one eye	50%				
		+ Permanent Loss of hearing in both ears	100%				
		+ Permanent Loss of hearing in one ear	25%				
		+ Permanent Loss of Speech	100%				
2	Monthly Business Expense Cover	This option provides the Business Owner cover for up to 3 months in the event of a Bodily Injury or Sickness of the Business Owner.	Up to \$3,000 per month	Up to \$5,000 per month	Up to \$7,000 per month	30 days	<p>We will not cover You for Your monthly business expenses if You are unable to work resulting from things like:</p> <ul style="list-style-type: none"> + Self-inflicted injury, suicide or criminal acts; + intoxicating liquor or drugs; + professional sport; + motor sports; + aviation; + pre – existing medical conditions.

Section Cover		Cover Description	Maximum Sum Insured			Excess or Waiting Period	Exclusions
Business Owner Only Benefits			Level 1	Level 2	Level 3		
3	Business Owner's Personal Liability Cover	This option indemnifies the Business Owner for costs in respect of Personal Injury or Property Damage.	Up to a maximum of \$5,000,000 in aggregate			\$500	We will not cover You for certain types of third party personal injury or property damage connected with the operation of Your business, for example: <ul style="list-style-type: none"> + worker's compensation claims; + Your employment practices; + Your work car; + Your business products; + Your business contracts; + Your business premises; + Any professional advice You give. We will also not cover You for any property damage to Your home.
		A reduced sum insured applies to an Event that causes Property Damage to other property (not owned by You) temporarily in Your possession subject to certain exclusions.	Up to a maximum \$250,000 per Event			\$500	
Business Owner Only Benefits			Level 1	Level 2	Level 3		
4	Data Protection Cover	This option protects the Business and/or Business Owner for costs associated with loss of Data and breach of privacy or Wrongful Act arising from the Data	\$100,000	\$150,000	\$200,000	\$500	We will not cover You or Your business for expenses due to a loss of data if the expenses are not 'crisis costs' (legal or tax advisor costs), reputation protection expenses or public relations expenses. We will also not cover You or the business if the legal action for data loss is by someone that owns more than 20% in Your business.
		Loss associated with Data protection of the Business Owner	Up to a maximum of \$25,000			\$500	
Business Owner Only Benefits			Level 1	Level 2	Level 3		
5	Business Contents Cover	This option provides the Business cover for physical loss, destruction or damage of Business Contents.	\$10,000	\$20,000	\$30,000	\$200	Certain types of business contents are not covered, for example: <ul style="list-style-type: none"> + customer goods or floor stock; + business vehicles; or + money. We will also not cover You under this section if the loss was caused by employee dishonesty (section 6 provides that type of cover).
		Applicable percentage limits to the following: <ul style="list-style-type: none"> + Loss following physical loss, destruction or damage (unless dealt with elsewhere in this table) other than burglary anywhere in Australia + Burglary from within Your primary place of residence + Burglary from within the registered business premises of the Business + Theft from a securely locked vehicle anywhere in Australia + Theft from a hotel room or transit lounge anywhere in Australia 	As a percentage of the Sum Insured				
			100%				
			100%				
			100%				
			50%				
			25%				

Section Cover		Cover Description	Maximum Sum Insured			Excess or Waiting Period	Exclusions		
Business Owner Only Benefits			Level 1	Level 2	Level 3				
6	Employee Theft, Dishonest or Fraudulent Conduct Cover	This option provides the Business cover for certain losses sustained as a result of theft, dishonest or fraudulent conduct of an Employee.	\$10,000	\$25,000	\$50,000	\$500	<p>Certain types of business property are not covered for example:</p> <ul style="list-style-type: none"> + vehicles; + electronic data; + goods in transit. <p>We will not cover You if the loss of Your business property is caused by:</p> <ul style="list-style-type: none"> + Your relatives; or + any contractor of Your business. <p>We will also not cover You:</p> <ul style="list-style-type: none"> + if the loss is only based on Your business records; + where the employee broke into Your business; + for any loss suffered by a third party or for which a third party holds or alleges the Business is responsible for. 		
		Applicable percentage limits to the following:	As a percentage of the Sum Insured						
		+ Fraudulent use of American Express card by an Employee	100%						
		+ All other losses	50%						
Business Owner and Business Benefits			Level 1	Level 2	Level 3				
7	Tax Audit Cover	This option provides the Business cover for Professional Fees incurred in connection with a Tax Audit of returns lodged by an external Tax Advisor. breaches.	\$5,000	\$10,000	\$15,000	\$500	<p>We will not cover You for tax audit expenses where:</p> <ul style="list-style-type: none"> + You did the tax return yourself; + You failed to do the tax return on time. <p>We will also not cover any objections You lodge about the tax audit.</p>		

6 Available Cover

SECTION 1 BUSINESS OWNER'S ACCIDENTAL LOSS OF LIFE AND SERIOUS ACCIDENT COVER

In the event of Your Accidental Loss of Life, We will pay Your estate the percentage as per the table below of the Sum Insured specified in the Policy Schedule current at the time of the Accident causing Your Accidental Loss of Life.

If the Accidental Loss of Life Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of a Bodily Injury.

If You suffer a Permanent Loss, Quadriplegia or Paraplegia as a result of a Bodily Injury and a Doctor certifies this, We will pay You the corresponding percentage as per the table below of the Sum Insured specified in the Policy Schedule current at the time of the Accident causing the Bodily Injury depending on the level of cover You choose.

If a Bodily Injury causes one or more of Accidental Loss of Life or Permanent Loss, Quadriplegia or Paraplegia, We will only pay for one of them. We will pay for the one that gives the highest benefit and no further benefits are payable under Your Policy, or any renewal or replacement Policy.

Any such Accidental Loss of Life, Permanent Loss, Quadriplegia or Paraplegia must occur within twelve (12) months from the date of the Bodily Injury.

Applicable percentage limits to the following:	As a percentage of the Sum Insured
Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	
Accidental Loss of Life	100%
Quadriplegia	100%
Paraplegia	100%
Permanent Loss of use of two Limbs	100%
Permanent Loss of use of one Limb	50%
Permanent Loss of entire sight of both eyes	100%
Permanent Loss of sight of one eye	50%
Permanent Loss of hearing in both ears	100%
Permanent Loss of hearing in one ear	25%
Permanent Loss of speech	100%

The Excess and/or Waiting Period for Section 1 is nil.

EXCLUSIONS

We will not pay for any Event under Section 1:

- (a) which arises directly or indirectly out of:
 - i. deliberately self-inflicted injury, suicide or criminal or illegal act; or
 - ii. You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
 - iii. You engaging in any professional sport meaning Your livelihood is substantially dependent on Income received as a result of Your playing sport; or
 - iv. You engaging in any motor sports as a rider, driver and/or a passenger; or
 - v. any consequences of war (whether declared or not), invasion or civil war, taking part in a riot or civil commotion; or
 - vi. You being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft; or
 - vii. Pre-Existing Medical Conditions You may have.

- (b) which occurs after You exceed the Maximum Age. All cover shall cease upon You exceeding the Maximum Age. This will not prejudice any entitlement to claim benefits which has arisen before You exceeded the Maximum Age.
- (c) where providing such cover would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or any benefit that would breach s126 of the Health Insurance Act 1973 (Cth) or any succeeding legislation to that Act including the payment of medical expenses in Australia in respect of the rendering of a professional service for which a Medicare benefit is payable.

Benefit Limits applicable to Sections 1 & 2

If a Bodily Injury causes one or more of Accidental Loss of Life or Permanent Loss, Quadriplegia or Paraplegia, We will only pay for one of them. We will pay for the one that gives the highest benefit and no further benefits are payable under Your Policy, or any renewal or replacement Policy.

In addition, if a benefit is paid or payable under this Section 1, no benefits will be payable under Section 2.

SECTION 2 MONTHLY BUSINESS EXPENSE COVER

If the Business Owner has suffered a Bodily Injury or Sickness which prevents the Business Owner from engaging in the operation of the Business for more than thirty (30) consecutive days (Waiting Period), following the written advice of a Doctor, We will pay the Business Owner the Monthly Business Expense Benefit up to the amount shown on the Policy Schedule current at the time of the Accident causing the Bodily Injury or manifestation of the Sickness. This benefit starts after the Waiting Period ends.

Payments for the Monthly Business Expense Benefit will cease on the earlier of:

- + The Business Owner returning to work; or
- + We have made a maximum of three (3) monthly payments in any one Period of Insurance.

The Waiting Period for Section 2 is 30 days.

EXCLUSIONS

We will not pay for any Event under Section 2:

- (a) which arises directly or indirectly out of:
 - i. deliberately self-inflicted injury, suicide or criminal or illegal act; or
 - ii. the Business Owner being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
 - iii. the Business Owner engaging in any professional sport meaning the Business Owner livelihood is substantially dependent on Income received as a result of the Business Owner playing sport; or
 - iv. the Business Owner engaging in any motor sports as a rider, driver and/or a passenger; or
 - v. any consequences of war (whether declared or not), invasion or civil war, taking part in a riot or civil commotion; or
 - vi. the Business Owner being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft; or
 - vii. Pre-Existing Medical Conditions the Business Owner may have.
- (b) which occurs after the Business Owner exceeds the Maximum Age. All cover shall cease upon the Business Owner exceeding the Maximum Age. This will not prejudice any entitlement to claim benefits which has arisen before the Business Owner exceeded the Maximum Age.

Note: If a benefit is paid or payable under Section 1, no benefits will be payable under Section 2.

SECTION 3 BUSINESS OWNER'S PERSONAL LIABILITY COVER

We will indemnify the Business Owner for monies paid or payable by judgment or settlement together with any personal liability on the Business Owner's part to pay legal costs and expenses in respect of any Event resulting in:

- (a) Personal Injury; or
- (b) Property Damage;

which occurs during the Period of Insurance.

Our liability to indemnify the Business Owner, under this section including legal and defence costs, shall not exceed the Sum Insured specified in the Policy Schedule in respect of any one Event and in the aggregate.

The Excess for Section 3 is \$500.

In this section, the following definitions apply:

Word	Meaning
'Personal Injury'	<ul style="list-style-type: none">(a) bodily injury, death, illness, disability, loss of consortium, shock, fright, mental anguish or mental injury;(b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;(c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:<ul style="list-style-type: none">i. when the first such publication or utterance is related to any publication or utterance made prior to the Commencement Date of this Policy; orii. when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Business Owner;(d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; or(e) assault and battery not committed by or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.
'Property Damage'	<ul style="list-style-type: none">(a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; or(b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property.

EXCLUSIONS

We will not pay for any Event resulting in Personal Injury or Property Damage under Section 3:

- (a) Arising out of or in any way connected with: any liability:
 - i. in respect of which You are or would be entitled to an indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected;
 - ii. imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
 - iii. relating to Your employment practices; or
 - iv. associated with any goods or product(s) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You including any container thereof other than a vehicle associated with such container.
- (b) Property Damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in:
 - i. Your care custody or control other than:
 - ii. premises (or the contents thereof) temporarily occupied by You for the purpose of carrying out works thereto or thereon, but does not cover legal liability arising out of or in any way connected with physical damage to or destruction of that part of any premises on which You are or have been working if the physical damage or destruction arises out of such work;
 - iii. premises tenanted by You;
 - iv. directors', employees' and visitors' clothing and personal effects; or
 - v. other property (not owned by You) temporarily in Your possession up to a maximum liability of \$250,000 each and every event. However We will not cover any legal liability arising out of or in any way connected with physical damage to, destruction of or loss of that part of any property upon which You are or have been working.

- (c) any liability assumed under a contract except where:
 - i. that liability would otherwise exist at law in the absence of the contract; or
 - ii. the contract is an incidental contract and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.
- (d) loss of use of tangible property which has not been physically damaged or destroyed
- (e) the recall, inspection, repair, adjustment, removal, replacement or loss of use of any product or work completed by or for the Business Owner;
- (f) any product guarantee or warranty given by or on behalf of the Business Owner but this exclusion does not apply to legislative requirements concerning product safety and information;
- (g) any:
 - i. aircraft or hovercraft;
 - ii. airstrip or helipad; or
 - iii. watercraft, in or under the water.
- (h) any product that is incorporated with the Business Owners knowledge in an aircraft;
- (i) the use of a vehicle owned by, or in the physical or legal control of the Business Owner:
 - i. which is required by law to be registered; or
 - ii. in respect of which insurance is required by virtue of any legislation but this exclusion does not apply to:
 - A. vehicle (other than a vehicle owned or used by or on behalf of the Business Owner) whilst that vehicle is in a car park owned or operated by the Business Owner other than for Income or reward as a car park operator; or
 - B. Personal Injury or Property Damage occurring during the loading or unloading of a vehicle caused by or arising from the collection or delivery of any goods from or to the vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability.
- (j) fines, penalties, punitive, exemplary, liquidated or aggravated damages;
- (k) the rendering of or failure to render professional advice or service by the Business Owner or any error or omission connected therewith;
- (l) asbestos or materials containing asbestos;
- (m) tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco;
- (n) compensation (or any part thereof) which cannot be recovered or claimed as contribution from some other party by reason of a contract which limits or excludes the Business Owner's right to so recover or claim.

SECTION 4 DATA PROTECTION COVER

We will indemnify the Business Owner and/or Business for all Loss directly arising from:

- (a) any written demand; or
- (b) any civil or arbitral proceeding; or
- (c) any criminal prosecution; or
- (d) any formal administrative or regulatory proceeding;

first made against the Business Owner and/or Business during the Period of Insurance, alleging a Wrongful Act (Legal Action).

We will only pay the Legal Action up to the maximum sum insured in the aggregate in any one Period of Insurance, and subject to the sub-limits for Crisis Costs, Reputation Protection Expenses and Public Relations Expenses.

The Excess for Section 4 is \$500.

In this section, the following Definitions apply:

Word	Meaning
'Bail Bond Costs'	the reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee a Business Owner's and/or Business' contingent obligation for bail or equivalent in any Australian jurisdiction required by an Australian court in respect of any Legal Action.
'Confidential Information'	means any information that would be regarded as confidential by a reasonable business person relating to the Business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; but shall not include any information that is or becomes generally available to the public (other than as a result of its unauthorised disclosure by the Business and/or Business Owner); or was available to a recipient on a non-confidential basis prior to disclosure by the Business and/or Business Owner; was lawfully in the possession of the recipient before the information was disclosed to it; or the relevant parties agree in writing is not confidential or may be disclosed; or is developed by or for the recipient independently of the information disclosed; or is trivial, obvious or useless.
'Crisis Costs'	any reasonable professional fees, costs or expenses of any professionally qualified lawyer; or tax advisor retained by the Business and/or Business Owner with Our prior written consent (which shall not be unreasonably withheld or delayed), in respect of any Legal Action. The sub-limit of liability for Crisis Costs is AUD10,000.
'Data'	all information intended by the Business to remain confidential which is available to the Business's employees, directors or officers including but not limited to: <ol style="list-style-type: none"> i. Confidential Information; ii. the existence or status of any discussions or negotiations taking place concerning any Business purpose; iii. any information or analysis derived from (ii) or (ii) above.
'Defence Costs'	reasonable legal and other professional fees, costs and expenses incurred by the Business and/or Business Owner with the prior written consent of Chubb, not to be unreasonably withheld or delayed, that are necessary to defend or appeal a Legal Action.
'Loss'	all amounts which a Business Owner and/or Business is legally and personally obligated to pay including but not limited to: <p>any damages awarded, judgments entered, settlements reached including plaintiff's legal costs;</p> <ol style="list-style-type: none"> i. Defence Costs; ii. Bail Bond Costs; iii. Crisis Costs; iv. Public Relations Expenses; v. Reputation Protection Expenses; vi. aggravated, punitive and exemplary damages where insurable by law. The enforceability of which is governed by the applicable law in Australia which most favours cover for punitive and exemplary damages; <p>but Loss does not include:</p> <ol style="list-style-type: none"> i. fines or penalties deemed uninsurable under Australian law or any matter deemed uninsurable under the Australian law; ii. taxes or sums payable in relation to taxes.
'Public Relations Expenses'	the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm, which a Business and/or Business Owner may, in the reasonable exercise of its discretion, engage with Chubb's prior written consent, not to be unreasonably withheld or delayed, in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from any Legal Action. The sub-limit of liability for all Public Relations Expenses is AUD10,000.
'Reputation Protection Expenses'	the reasonable fees and related expenses of a public relations firm or consultant which a Business and/or Business Owner may engage in order to disseminate the findings of a final adjudication in favour of the Business and/or Business Owner, arising from a Legal Action. Such fees and expenses shall only be incurred with Our prior written consent, not to be unreasonably withheld or delayed. The sub-limit of liability for all Reputation Protection Expenses is AUD10,000.
'Wrongful Act'	any unauthorised use or disclosure of Data

EXCLUSIONS

We will not pay for any Legal Action under Section 4:

- (a) based on, arising from or attributable to:
 - i. any dishonest or fraudulent act or omission of the Business and/or Business Owner or an intentional breach of the law by the Business and/or Business Owner; or
 - ii. any personal profit or advantage gained by the Business and/or Business Owner to which such Business and/or Business Owner was not legally entitled;

provided that this exclusion shall only apply if it is established through final adjudication (including any appeal thereof) of any written admission by such Business Owner that the relevant conduct occurred.

- (b) based on, arising from or attributable to any loss of Data prior to the Period of Insurance.
- (c) based on, arising from or attributable to any Legal Action brought by or on behalf of any person who owns or controls 20% or more of the issued share capital of the Business.

Additional Conditions for the conduct of proceedings

- i. It is the duty of the Business Owner and/or Business, not Us, to defend any Legal Action against him or her or the Business notified under this Policy. However We will have the right to effectively associate with any Business Owner and/or Business in respect of any Legal Action.
- ii. We will accept as reasonable and necessary the retention of separate legal representation to the extent required by a material conflict of interest between any other Business Owner and/or the Business.
- iii. Neither the Business nor the Business Owner shall do anything which could prejudice Us in respect of a Legal Action made under this Policy.
- iv. The Business or the Business Owner must not make any admission of liability in respect of, or agree to settle, any Legal Action or incur any Loss, without the prior written consent from Us (which shall not be unreasonably withheld or delayed).
- v. The Business and the Business Owner must give Us and any representatives appointed by Us all information they reasonably require, and fully co-operate and assist in the conduct of any investigation into any Legal Action under this Section.

Advancement of Defence Costs and Allocation of Loss

- i. We shall advance Defence Costs on an ongoing basis prior to the final payment or settlement of any Legal Action provided that any payment shall be repaid to Us in the event that the Business and/or Business Owner is not entitled to such payment.
- ii. In the event of:
 - A. a Legal Action against the Business and/or Business Owner which is not wholly covered by this Policy; and/or
 - B. a Legal Action against the Business Owner being also made against the Business and/or one or more persons who are not the Business Owner;

We and the Business and/or Business Owner shall then use their best endeavours to determine a reasonable allocation of Loss that is covered under this Policy and loss that is not covered on the basis of the relative legal and financial exposures.

In the event of a dispute as to allocation under sub-paragraph (iii) above, We and the Business Owner (and/or the Business if applicable) agree to submit such dispute to a single Queen's Counsel or Senior Counsel with at least 10 years' experience of the insurance industry to be agreed by the parties, or in default of agreement nominated by the President of the Law Society of New South Wales for a binding written neutral evaluation, based on a single written submission by each party and such other information as the Queen's Counsel or Senior Counsel shall require, in order to achieve an expeditious and cost effective resolution.

- iii. In the event of a dispute between Us and the Business and/or Business Owner as to whether or not cover is permissible or matters are insurable under applicable law, all reasonable fees costs and expenses incurred by a Business and/or Business Owner, with Our prior consent in determining such cover is permissible or matters are insurable, shall be reimbursed by Us.

Claims Notification and Reporting Conditions under Section 4

- (a) It is a condition precedent to Our liability to make any payment under this Section, that written notice of any alleged Wrongful Act provided as soon as practicable.
- (b) For any alleged Wrongful Act You must notify Us within 60 days of expiry of the then Period of Insurance.
- (c) All notices under this Policy shall include, but not be limited to, the following information:
 - A. a specific description of the loss of Data; and
 - B. details of all parties involved; and
 - C. a copy of any written demand.

SECTION 5 BUSINESS CONTENTS COVER

In the event of any physical loss, destruction or damage to Business Contents (specified below during the Period of Insurance), We will at Our discretion reinstate, replace or repair the items that sustain the said damage in the Specified Circumstances as set out in the table below up to the percentage shown of the Sum Insured specified in the Policy Schedule.

The Excess for Section 5 is \$200.

In this section, the following Definitions apply:

Word	Meaning
'Business Contents'	the specified contents in the table below which are: (a) owned, leased or rented by the Business; or (b) for which the Business is liable under the terms of a lease or similar agreement; and (c) used in the operation of the Business.

Specified Contents

1. installed fixtures and fittings, window blinds, cool rooms, awnings;
2. security systems (including CCTV), exterior lights, masts, antennae and aerials, fixed external signs and air conditioning units including external compressors and pipes at the Business situation;
3. plant and machinery, unregistered forklifts and hoists;
4. computers, word processors, printers, scanners, electronic equipment or electronic data processing systems and other peripheral equipment;
5. digital or analogue telecommunication transmission and receiving equipment;
6. televisions and audio visual machines;
7. Data, media, records, documents, manuscripts, plans, drawings, designs and business books, but only for the value of these materials in their unused or uninstalled state or as blank stationery;
8. current patterns, models, moulds, dies and lasts used in the Business but limited, unless repaired or replaced, to the value stated in Your financial records at the time of damage; or
9. printed books, works of art, antiques or curios.

Specified Circumstances	As a percentage of the Sum Insured
Loss following physical loss, destruction or damage (unless dealt with elsewhere in this table) other than burglary anywhere in Australia	100%
Burglary from within Your primary place of residence	100%
Burglary from within the registered business premises of the Business	100%
Theft from a securely locked vehicle anywhere in Australia	50%
Theft from a hotel room or transit lounge anywhere in Australia	25%

EXCLUSIONS

We will not pay under Section 5:

- (a) For any physical loss, destruction or damage to:
 1. money;
 2. stock;
 3. jewellery, precious metals or stones, bullion or furs;
 4. vehicles registered for road use, caravans, trailers, watercraft, aircraft, hovercraft, rolling stock and locomotives or their accessories;
 5. live animals;
 6. plants, shrubs, lawns, growing crops, pastures and standing timber;
 7. magazines, newspapers or similar; or
 8. customers' goods other than customers' records and documents held or created by You as part of the Business.
- (b) For any physical loss, destruction or damage arising directly or indirectly from any Event covered under Section 6. For the avoidance of doubt, this exclusion applies even if the insured did not purchase Section 6 cover.

SECTION 6 EMPLOYEE THEFT, DISHONEST OR FRAUDULENT CONDUCT COVER

We shall indemnify the Business against any loss of Insured Property:

- (a) that happens during the Period of Insurance; and
- (b) is sustained as a result of theft, dishonest or fraudulent conduct of an Employee committed during the Period of Insurance; and
- (c) the loss is discovered within 12 months after the Period of Insurance, except for money where the loss needs to be discovered within sixty (60) working days of the Event; and
- (d) is reported to Us within 12 months after expiry of the Period of Insurance;

up to the Sum Insured specified in the Policy Schedule.

We will, at Our discretion, decide whether to indemnify the Business or reinstate, repair or replace the Insured Property.

The Business shall bear the cost of supplying satisfactory proof to substantiate any loss of Insured Property including all legal, investigative and accounting costs incurred in such process.

The Excess for Section 6 is \$500.

In this section the following Definitions Apply:

Word	Meaning
'Insured Property'	all property (including money) of every kind and description belonging to and used in the Business or for which the Business is legally liable, or has assumed responsibility to insure prior to the occurrence of any loss, including all such property in which the Business may acquire an insurable interest during the Period of Insurance.
'Electronic Data'	any original and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind), of mechanical, facsimile, electronic, magnetic, digital or other programs (whether private, commercial, or work-in-progress), programming notes or instructions, activity listings of electronic mail receipts or transmittals, output resulting from the use of any software program, including word processing documents, spreadsheets, database files, charts, graphs and outlines, electronic mail (email), personal digital assistant (PDA) messages, instant messenger messages, operating systems, source code of all types, programming languages, linkers and compilers, peripheral drives, PDF files, PRF files, batch files, ASCII files, crosswalks, code keys, pull down tables, logs, file layouts and any and all miscellaneous files or file fragments, regardless of the media on which they reside and regardless of whether said electronic data consists of an active file, deleted file or file fragment.

If the Business suffers a loss as a result of more than one theft, dishonest or fraudulent act of one Employee, acting alone or in concert with others, it shall be deemed to be one Event and only one Excess applies.

EXCLUSIONS

We will not pay for any Event under Section 6:

- (a) For any loss caused by or arising from or in connection with the conduct of:
 - i. the Business Owner or any relative of the Business Owner;
 - ii. principal, partner, or director of the Business including any relative of a principal, partner or director of the Business; or
 - iii. any broker, consignee or contractor of the Business.
- (b) for any loss sustained in connection with any theft, dishonest or fraudulent conduct occurring:
 - i. after the first date of discovery of any theft, dishonesty or fraud on the part of the Employee concerned; or
 - ii. after the date on which any Business or Business Owner first had or should have had reasonable cause for suspicion of dishonesty or fraud on the part of the Employee concerned.
- (c) for any loss sustained following visible forceful entry of the premises by any Employee.
- (d) for any loss where proof of its existence or amount solely depends on any shortage revealed by or inconsistency in any accounting records, inventory computation or enumeration, comparison of inventory records with physical count, or a profit or loss computation.
- (e) for any loss arising from a failure to make payment of or default under any loan or credit transaction.
- (f) for any loss of Insured Property (excluding money):
 - i. in the open air;
 - ii. while in transit.

- (g) for any loss of money:
 - i. in the open air;
 - ii. whilst being carried by professional carriers;
 - iii. stolen from an unlocked or unattended vehicle;
 - iv. stolen from a safe, strongroom or security enclosure opened by a key or by use of details of a combination either of which has been left at the premises while closed for business.
- (h) for any loss arising from kidnapping, bomb threat, threat of contamination, hoax, extortion or an attempt thereat.
- (i) for any loss of:
 - i. jewellery, furs, bullion, precious metals or precious stones;
 - ii. curios or works of art;
 - iii. vehicles, aircraft, watercraft, locomotive or rolling stock;
 - iv. livestock, animals, birds or fish;
 - v. standing timber, growing crops and pastures;
 - vi. land;
 - vii. bridges, canals, roadways and tunnels, railway tracks dams and reservoirs and their contents;
 - viii. docks, wharves and piers not forming part of any building;
 - ix. mining property located beneath the surface of the ground;
 - x. Insured Property during the course of, and as a result of, its processing;
 - xi. Insured Property during construction, erection, renovation or demolition;
 - xii. gates, fences, landscaping and retaining walls;
 - xiii. awnings, shades, blinds or signs;
 - xiv. oil and gas drilling and/or production rigs;
 - xv. boilers or pressure vessels; or
 - xvi. Electronic Data or the cost of rewriting records as a result of the loss of Electronic Data.
- (j) for any loss suffered by a third party or for which a third party holds or allege the Business is responsible for.

SECTION 7 TAX AUDIT COVER

We shall indemnify the Business for Professional Fees incurred in connection with a Tax Audit commencing in the Period of Insurance. The maximum We will pay is as specified in the Policy Schedule.

The Excess for Section 7 is \$500.

In this section the following definitions apply:

Word	Meaning
'Authority'	the Australian Taxation Office or a revenue office of an Australian State or Territory.
'Professional Fees'	fees, costs and disbursements reasonably and necessarily incurred and payable by the Business to a Tax Advisor, for work undertaken for the purposes of a Tax Audit.
'Tax Audit'	a review or an audit undertaken by an Authority which is in respect of the Business's liability to pay any tax (including the amount of such tax payable) following lodgement of a return for that tax.
'Tax Advisor'	any person who is a suitably qualified tax professional, who prepares returns and statements required by an Authority in respect of the Business's liability to pay a tax, including supervision of the preparation of, and review prior to dispatch of, those returns and statements. Tax Advisor does not include the Business Owner or an Employee.

EXCLUSIONS

We will not pay for any Professional Fees under Section 7:

Arising out of or in connection with:

- (a) any subsequent objection lodged with the Authority in respect of a Tax Audit.
- (b) any Tax Audit of an Income return that has not been prepared or reviewed prior to dispatch by a Tax Advisor.
- (c) any failure to lodge taxation or any other return within the time limit prescribed by statute or within any extension of time granted by the Authority;
- (d) any fraud, tax avoidance by the Business, Business Owner, an Employee or Tax Advisor;
- (e) any statement to the Authority or Tax Advisor that omits material information or is false or misleading; or
- (f) any failure to pay taxes by the due date or within any extension of time granted by the Authority.

Claims and Reporting conditions under Section 7:

The following conditions are conditions precedent to Our liability to make any payment under Section 7.

- (a) For any claim:
 - i. the Business must notify Us, in writing, within 30 days of the first notice of a Tax Audit;
 - ii. the Business must keep Us fully informed of all developments as they occur;
 - iii. the Business will take all necessary and reasonable steps to minimise any delays and costs incurred or likely to be incurred;
 - iv. We have the right to directly access the Business's Tax Advisor and solicitors and any documented advice they have given and which is relevant to the Tax Audit. The Business's entry into this Policy constitutes the Business's consent to Chubb's right of access. However, the granting to Us of such access does not in any way constitute a waiver by the Business of legal professional privilege vested in the Business; and
 - v. the Business's Tax Advisor will assist Us with any matter We may pursue with the Authority.
- (b) If the Business or any person acting on the Business's behalf becomes aware of any error in any return or other documents supplied to an Authority, the Business must notify that Authority without delay.

7 General Conditions

Cancellation of Your Policy

Your Policy may be cancelled in one of two (2) ways:

When You can cancel

You can cancel Your Policy at any time by calling Us on 1300 307 376 or telling Us in writing. If You:

- (a) pay Your premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your premium in advance.
- (b) do not pay Your premium by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day We receive Your notice of cancellation. We will refund the premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any premium if We have paid or are obliged to pay a benefit under the Policy.

When We can cancel

We can cancel Your Policy by giving You written notice to the address on file and in accordance with the Insurance Contracts

- (a) Act 1984 (Cth), including where You have: breached the Duty of Disclosure;
- (b) breached a provision of Your Policy (including one requiring payment of premium); (c) made a fraudulent claim under any Policy of insurance;

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured. If We cancel the Policy due to fraud, We will not refund any money to You.

Sanctions and legislative prohibitions

This Policy does not cover:

- + where paying a benefit is prohibited by law;
- + to the extent that the provision of cover, payment of a claim or provision of a benefit would expose Us, or Our parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, Australia, New Zealand, United Kingdom, Hong Kong or United States of America.

Commencement and period of Your Policy

Your Policy begins on the Commencement Date or on the latest Renewal Date, whichever is the later, and continues for one (1) calendar year (being the Period of Insurance) after which time it expires, or until it is cancelled.

Automatic renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your premium, then unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will not be renewing, a policy on the same terms and conditions automatically comes into existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least thirty (30) days before the expiry of Your Policy.

If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

Significant tax implications

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

Australian law

You must be an Australian resident or Australian Business to be covered by this Policy unless specifically agreed otherwise by Us. You must notify Us If You are no longer an Australian resident or Business during the Period of Insurance.

Your Policy is governed by the laws of the State or Territory of Australia in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory of Australia in which You normally reside.

Australian currency

All payments by You to Us and Us to You or someone else under Your Policy must be in Australian currency.

Other insurance

If a Business Owner and/or the Business is or would (but for the existence of this Policy) be entitled to cover under any other policy (save for insurance specifically arranged to apply in excess of this Policy) in respect of any claim , We shall not be liable for loss (including Loss as defined) other than in excess of any amount that is or would (but for the existence of this Policy) have been payable under any other such policy.

Subrogation

In the event We make any payment under this Policy, We shall be subrogated to all of the Business and Business Owner's rights of recovery, and the Business and the Business Owner shall co-operate with Us in securing such rights. Neither the Business nor any Business Owner shall do anything to prejudice Our ability to assert such rights.

We shall not exercise any rights of subrogation against a Business Owner unless it is established that such Business Owner has committed a deliberate criminal act or obtained any profit or advantage to which such Business Owner was not legally entitled.

Authorisation

The Business Owner shown in the Policy Schedule hereby agrees to act on behalf of the Business with respect to this Policy.

Non-Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective unless agreed in writing by Us.

8 How To Make A Claim

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

In addition to the details outlined below in relation to how to make a claim You should comply with any claim conditions outlined within the relevant benefit Section.

Procedure for making a claim

If You or Your legal representative wishes to make a claim You or they must:

- (a) complete a claim form which is available from Us by calling 1300 307 376 and attach to the claim form:
 - i. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - ii. any other documentary evidence required by Us under Your Policy.
- (b) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;
- (c) give Us at Your, or Your legal representative's , expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
- (d) help Us to make any recoveries. We have the right to sue any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

We may also have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

Processing and payment of claims

We will take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life Benefit, We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

Making claims after Your Policy is cancelled

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event occurred before the date of cancellation.

9 Your 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.

Sharing with American Express

We will share Your information with American Express in order to manage Your application for insurance, to administer Your Policy and benefits and to contact You in relation to Your Policy. American Express will also use the information to help improve their products and services, including this insurance product.

Personal information handling practices

Collection, use and disclosure

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

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

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

The primary purpose for Our collection and use of Your personal information is to enable Us to provide insurance services to You. Sometimes, We may use Your personal information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You.

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

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

Your choices

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

How to contact Us

If You would like a copy of Your personal information, or to correct or update it, please contact Our customer relations team on 1300 307 376 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 Financial Claims Scheme And Compensation Arrangements

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

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

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

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

11 Complaints And Disputes Resolution

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

Stage 1 – Complaint handling procedure

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
Tel: 1300 307 367
Email: Complaints.AU@chubb.com

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

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

We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

Please note if Your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), We may elect to refer it straight to Stage 2 for review by Our Internal Dispute Resolution team.

Stage 2 – Internal dispute resolution procedure

If You advise Us that You wish to take Your complaint to Stage 2, Your complaint will be reviewed by members of Our internal dispute resolution team, who are independent to Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

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

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: DisputeResolution.AU@chubb.com

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

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

Stage 3 – External dispute resolution

If You are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to FOS, subject to its Terms of Reference.

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

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
Tel: 1800 367 287
Fax: +61 3 9613 6399
Email: info@fos.org.au
www.fos.org.au

Chubb Insurance Australia Limited

ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Tel: 1300 307 367
Fax: +61 2 9335 3411
Email: CustomerService.AUNZ@chubb.com
www.chubb.com/au

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