

# **LEASE PROTECTION GOLD POLICY**

Product Disclosure Statement and Policy Wording Version No. 3.0 Issued: 20 March 2013

Please read this Product Disclosure Statement and Policy Wording carefully. It contains important information that will help You decide whether or not to buy this product



#### **Lease Protection Gold**

# **Product Disclosure Statement (PDS)**

#### <u>Insurer</u>

The Policy is underwritten by Chubb Insurance Company of Australia Limited ABN 69 003 710 647 AFSL 239778 (Chubb also referred to as Us, We).

Please read the Product Disclosure Statement and the Policy Wording carefully and do not hesitate to contact Chubb should You wish to comment on any aspect of Our service to You.

# PRODUCT DISCLOSURE STATEMENT (PDS)

#### What is the Product Disclosure Statement?

The Product Disclosure Statement (PDS) provides general information only required under the *Corporations Act* 2001 (Cth), and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which You should read carefully before deciding to take out any insurance cover.

## The meaning of certain words

Throughout the Policy, certain words begin with capital letters. These words have special meaning and are included in the Definitions section located in the Policy. Please refer to the Definitions section for their meaning.

#### **Policy Terms and Conditions**

The information contained in the PDS is general information only and does not form part of Your contract with Us. Any documents will be dated and include a statement identifying them as part of the PDS. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us.

The PDS and the Policy are important documents, so please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.

Please check these documents to make sure all the information in them is correct. Please let Your authorised financial services provider know immediately if any alterations are needed or if You change Your address or payment details.

Certain types of cover under the Policy require You to provide documentary evidence to Us where a claim is made. You should keep those documents in a safe place in case We need them to settle a claim.

Should You require any further information about this or any other product, please contact Your authorised financial services provider.

# Important Information about Lease Protection Gold

You are not obliged to purchase Lease Protection Gold insurance and similar cover may be arranged through a different insurer.

This PDS has been prepared to assist You in understanding Lease Protection Gold insurance and to help You make an informed choice about it. You must decide what cover You need, so please read the PDS, the Policy Wording and Policy Schedule and any other documents that We tell You form part of Your Policy carefully so that You are aware of the risks, limits of cover and other significant features of the insurance.

In return for You paying Us the premium We agree to insure You for the events described in and subject to the terms, conditions and exclusions of Your Policy.

## Eligibility Criteria

Certain eligibility criteria apply. For example, at the Commencement Date, You must be:

- At least eighteen (18) years of age and not over sixty five (65) years of age; and
- · An Australian Resident; and
- In Permanent Full-time Employment.

The Involuntary Unemployment Benefit is subject to a thirty (30) day Waiting Period.

#### Summary of Benefits

Subject to all the terms, conditions and exclusions contained in the policy:

- If You suffer an Accidental Death during the Period of Insurance, We will pay Your Lease Pay Out, subject to the benefit limit of one hundred thousand dollars (\$100,000). Any lease payout will also be subject to a maximum arrears payout of two (2) months.
- If You should become Involuntarily Unemployed, after a 30 day Waiting Period, we will pay to Your Vehicle Financier Your Monthly Lease And Running Costs up to a maximum of six (6) months, subject to You satisfying all policy conditions.

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- Once We have paid the third (3rd) Monthly Lease And Running Costs payout to Your Vehicle Financier, You may be eligible for the Vehicle Hand-Back benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price and any arrears of Monthly Lease And Running Costs.
- The Involuntary Unemployment Benefit and the Vehicle Hand-Back Benefit are subject to a combined maximum limit of twenty-five thousand dollars (\$25,000) and a Waiting Period.
- Where You accept an overseas posting with Your current employer of twelve (12) months or more in duration, You may be eligible for the Expatriation Hand-Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- Where You resign in order to provide full time care to an immediate family member, You may be eligible for the Carer Hand-Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- In the event of Your Accidental Death, We will pay a Funeral benefit up to a maximum of five thousand dollars (\$5,000).

Your Policy insures You twenty-four (24) hours a day anywhere in the world.

#### Premium

All cover is subject to the payment of premium and in order to calculate Your premium, we take various factors into consideration, including:

- the value of Your Lease Agreement; and
- the term of Your Lease Agreement.

Your premium includes any amounts payable in respect of compulsory government charges (including stamp duty and GST). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

#### **Updating Our PDS**

We may need to update the information contained in Our PDS from time to time (where allowed to or required by law).

We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You are welcome to get a paper copy free of charge by calling Us).

# Duty of Disclosure – what We need You to tell Us

Before You enter into a general insurance contract, You have a duty under the *Insurance Contracts Act* 1984 to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to insure You and if so, upon what terms. You have the same duty before You extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- Reduces the risk to the insurer;
- Is of common knowledge;
- The insurer knows, or in the ordinary course of its business, ought to know; or
- Where compliance with this duty is waived by the insurer.

If You fail to comply with this duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, We may be entitled to cancel the contract from its beginning.

#### Privacy

# **Your Privacy**

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with insured persons. If You do not give Chubb this information, Chubb may not be able to provide insurance or process a claim. In accordance with the *Privacy Act* 1988 or any subsequent privacy legislation, Chubb's privacy policy statement contains the information required to be given to persons about whom Chubb collects personal information.

#### **Our Privacy Policy**

Our privacy policy statement is readily available on Our website at <a href="www.chubbinsurance.com.au">www.chubbinsurance.com.au</a>.

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#### Your access to Your personal information

You can request access to personal information which We hold about You. Your rights to access and Chubb's rights to refuse access are set out in the *Privacy Act* 1988 or any subsequent privacy legislation.

# Chubb's use of personal information

Chubb may at any time use personal information it collects about You for any of the following purposes to:

- provide a quotation or assess a proposal for insurance.
- provide, amend or renew an insurance policy.
- respond to a claim.

# Chubb's disclosure of personal information

Chubb may at any time disclose personal information it collects about You to the following types of organisations (some of which may be outside Australia):

- Reinsurers:
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to Chubb in relation to the provision of insurance.

Further information on Our Privacy Policy can be accessed on Our website at www.chubbinsurance.com.au.

## **Financial Claims Scheme**

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from APRA – <a href="https://www.apra.gov.au">www.apra.gov.au</a> or 1300 13 10 60.

#### The General Insurance Code of Practice

Chubb Insurance Company of Australia Limited is a signatory to the General Insurance Code of Practice. The code aims to:

- Promote more informed relations between insurers and their customers;
- Improve consumer confidence in the general insurance industry;

- Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, <a href="https://www.codeofpractice.com.au">www.codeofpractice.com.au</a> or follow the links from the Insurance Council of Australia's website at <a href="https://www.ica.com.au">www.ica.com.au</a>.

# **Cooling Off Period**

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance during this period. We will refund in full any premium You have paid.

To exercise this right You must notify Australian Reliance or their Authorised Representative in writing or electronically within 21 days from the date Your Policy takes effect.

# **Cancelling Your Policy**

Your Policy may be cancelled by You (if Your Policy permits) at any time by giving us notice in writing. We may cancel Your Policy in accordance with section 12 of the Policy. Should We or You cancel Your Policy We may retain a pro rata proportion of the premium for the time the Policy has been in force.

Your Policy may be cancelled in one of the following ways:

# When You may cancel

You can cancel Your Policy at any time by giving written notice to Australian Reliance or its Authorised Representative. Such cancellation will be effective from the date Your notice is received by Australian Reliance or its Authorised Representative, or such later date as specified by You, provided no claim has or can be made under this Policy.

We will refund the premium for the unexpired period of insurance subject to Us retaining a minimum premium of thirty (\$30) dollars.

# When We may cancel or avoid the Policy

We may cancel Your Policy in accordance with the *Insurance Contracts Act* 1984 by giving You written notice if You:



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- (a) fail to comply with Your duty of utmost good faith:
- (b) fail to comply with Your Duty of Disclosure;
- fail to comply with a provision of Your Policy, including a provision with respect to payment of premium;
- (d) make a fraudulent claim under Your Policy or any other policy of insurance;

We will refund the premium for the unexpired period of insurance subject to Us retaining a minimum premium of thirty (\$30) dollars.

# How to Make a Claim

You should contact Australian Reliance as soon as possible once you become aware of an Event(s) which could lead to a claim.

Australian Reliance's contact details are:

Address: Level 13, Fawkner Centre, 499 St. Kilda Road.

Melbourne VIC 3004
Tel: (03) 9864 4444
Fax: (03) 9867 5110

If You wish to make a claim You must:

- (a) complete a claim form (claim forms are available from Australian Reliance and their Authorised Representatives); and
- (b) attach to the claim form:
  - written notice containing full particulars of any circumstances in respect of which a claim is being made; and
  - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
  - (iii) any other documentary evidence required by Us under Your Policy.
- (c) 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; and
- (d) give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may also arrange an autopsy at Our expense, if We reasonably require one.

# Processing and payment of claims

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

We shall pay all benefits under this Policy to Your

Financier, to be applied to Your lease account.

The receipt of such benefits by the Financier will be a discharge to Us with respect to all claims under Your Policy.

## 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.

Please contact Australian Reliance as detailed above under 'How to Make a Claim'

# **Dispute Resolution**

# The following standards apply to all complaints handling.

- We will conduct complaints handling in a fair, transparent and timely manner.
- 2. We will make available information about Our complaints handling procedures.
- We will only ask for and take into account relevant information when deciding on Your complaint.
- 4. You will have access to information about You that We have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.
- Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.
- We will respond to complaints within 15 business days provided We have all necessary information and have completed any investigation required.
- 7. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot agree, We will treat Your complaint as a dispute and We will provide information on how You can have Your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.
- We will keep You informed of the progress of Our response to the complaint.
- When We notify You of Our response, We will provide information on how Our response can be reviewed by a different employee



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who has appropriate experience, knowledge and authority.

- If You tell us You want Our response reviewed. We will:
  - (a) Treat it as a dispute:
  - (b) Notify You of the name and contact details of the employee assigned to liaise with You in relation to the dispute; and
  - (c) Respond to the dispute within 15 business days provided We receive all necessary information and have completed any investigation required.
- In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot reach agreement You can report Your concerns to the Financial Ombudsman Service (FOS).
- We will keep You informed of the progress of Our review of Your dispute at least every 10 business days.
- We will respond to Your dispute in writing giving:
  - (a) Reasons for Our decision;
  - (b) Information about how to access available external dispute resolution schemes; and
  - (c) Notify You of the time frame within which You must register Your dispute with the external dispute resolution scheme.
- 14. If We are not able to resolve Your complaint to Your satisfaction within 45 days (including both the complaint and internal dispute resolution process referred in this section of the Code), We will inform You of the reasons for the delay and that You may take the complaint or dispute to Our External Dispute resolution scheme even if We are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform You that You have this right and details of Our External Dispute Resolution scheme before the end of the 45-day period.
- 15. Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS.
- 16. External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.
- 17. Where the FOS Terms of Reference do not extend to You or Your dispute, We will advise You to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available to You.

You can contact the FOS in the following ways:

By Phone: 1300 78 08 08

By Mail: Financial Ombudsman Service

GPO Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at www.fos.org.au

# **Insurance Council of Australia**

Where Chubb cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a dedicated telephone number for consumers who are asking for information about alternative insurance options which is: 1300 884 934.

#### **Additional Information**

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice ('the Code').

Visit <u>www.codeofpractice.com.au</u> for more information about the Code.

# About the Insurer

The Policy is issued by Chubb Insurance Company of Australia Ltd ABN 69 003 710 647 AFSL no. 239778

Chubb's contact details:

Our Offices:

Sydney:

Citigroup Centre, Level 29, 2 Park Street, Sydney, NSW, 2000, Australia. Ph: (02) 9273 0100.

Melbourne:

Level 14, 330 Collins Street, Melbourne, VIC, 3000, Australia.

Ph: (03) 9242 5111.

Perth:

Level 1, 225 St. Georges Terrace, Perth, WA, 6000, Australia.

Ph: (08) 6211 7777.

Brisbane:

Level 13, 40 Creek Street, Brisbane, QLD 4000, Australia.

Ph (07) 3227 5777

Our Website: www.chubbinsurance.com.au



# Lease Protection Gold Product Disclosure Statement (PDS)

# About the Promoter

The promoter of this product is Reliance Insurance Brokers Pty Ltd trading as Australian Reliance ABN 45 127 707 813, AFSL no. 345986 (Australian Reliance).

Australian Reliance's contact details are:

Address: Level 13, 499 St Kilda Road,

Melbourne VIC 3004

Telephone: (03) 9864 4444

This PDS is dated 20 March 2013.



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# **POLICY TERMS AND CONDITIONS**

# WHAT YOU ARE COVERED FOR

# **SCHEDULE OF BENEFITS**

A description of the Benefit and Benefit Limits are described in the table below.

The full details of the cover are set out under the table and are subject to all of the terms, conditions, exclusions and provisions of Your Policy.

BENEFIT TABLE	BENEFIT DESCRIPTION AND BENEFIT LIMITS
1.1 Accidental Death Benefit	Up to the Maximum Accidental Death Benefit of \$100,000.
1.2 Involuntary Unemployment Benefit	If You become Involuntarily Unemployed We will pay to Your financier Your monthly Lease and Running Costs up to a maximum of six (6) months.  The Involuntary Unemployment Benefit is subject to a combined maximum benefit
	limit of \$25,000 with the Vehicle Hand-Back Benefit.
	This benefit is subject to a thirty (30) day Waiting Period.
1.3 Vehicle Hand-Back Benefit	If you remain Involuntarily Unemployed after We have made three (3) Monthly Lease and Running Costs payments, You are eligible to make a claim under this benefit during the period of insurance:
	(a) after We have paid You the third (3 <sup>rd</sup> ) monthly Involuntary Unemployment Benefit; and
	(b) prior to the sixth (6th) Involuntary Unemployment Benefit being approved by Us.
	The Vehicle Hand-Back Benefit is subject to a combined maximum benefit limit of \$25,000 with the Involuntary Unemployment Benefit.
1.4 Expatriation Hand-Back Gap Benefit	Up to a Maximum Benefit Limit of \$5,000.
Sup Borion	This benefit does not apply if You receive an offer of an overseas posting, accept such on offer, or terminate Your Lease Agreement and return the Vehicle to Your Financier, during the first ninety (90) days from the Commencement Date of Your Policy.
1.5 Carer Hand-Back Gap Benefit	Up to a Maximum Benefit Limit of \$5,000.
Deficit	This benefit does not apply if Your resignation is due to pregnancy or child birth (including any associated conditions).
1.6 Funeral Benefit	Up to a Maximum Benefit Limit of \$5,000.



#### 1. THE BENEFITS AND CONDITIONS

#### 1.1 Accidental Death Benefit

In the event of Your Accidental Death during the Period of Insurance, We will pay Your Lease Pay Out, subject to the Benefit limits set out in the Schedule of Benefits. In addition, We will pay any Monthly Lease and Running Costs in arrears, subject to a maximum arrears payout of two (2) months.

If the Accidental Death Benefit is payable as a result of Your Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that the benefit amounts will be repaid to Us, if it is later found that You did not die as a result of an Accidental Death.

## 1.2. Involuntary Unemployment Benefit

If You should become Involuntarily Unemployed during the Period of Insurance, for each continuous month that You remain Involuntarily Unemployed after a thirty (30) day Waiting Period and provided You satisfy all Policy conditions, We will pay to Your Vehicle Financier, Your Monthly Lease and Running Costs for each month or part thereof up to a maximum of six (6) months, subject to the limits stated in the Schedule of Benefits.

A Waiting Period applies to the Involuntary Unemployment Benefit whereby You are responsible for the first (1<sup>st</sup>) Monthly Lease And Running Costs payment after the date of Your Involuntary Unemployment.

#### 1.3. Vehicle Hand-Back Benefit

If You remain Involuntarily Unemployed after We have made three (3) Monthly Lease and Running Costs payments, You are eligible to make a claim under this benefit during the Period of Insurance:

- (a) after We have paid You the third (3<sup>rd</sup>) monthly Involuntary Unemployment benefit; and
- (b) prior to the sixth (6<sup>th</sup>) Involuntary Unemployment benefit being approved by Us.

To claim this benefit, You are required to terminate Your Lease Agreement and return the Vehicle to Your Financier. Subject to the limits stated in the Schedule of Benefits, We will pay Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less Monthly Lease And Running Costs in arrears, less the Net Sale Price, providing You are still Involuntarily Unemployed at the date You terminate Your Lease Agreement and return the Vehicle.

In the event that Your Vehicle is deemed a Total Loss by Your comprehensive motor vehicle insurer, and Your claim is paid in full during Your period of Involuntary Unemployment and You have not effected a Motor Finance Gap Protection Policy, We will pay Your Financier the Lease Pay Out less Monthly Lease And Running Costs in arrears less the amount paid by the Vehicle's insurer. We will not pay more than Your loss.

If You do not terminate the Lease Agreement, the Vehicle Hand-Back Benefit will not be payable and You will be liable for all obligations arising under Your Lease Agreement.

# 1.4. Expatriate Hand-Back Gap Benefit

If, during the Period of Insurance, Your current employer offers You an overseas posting for a period of twelve (12) months or more, and You accept such an offer and terminate Your Lease Agreement and return the Vehicle to Your Financier, We will pay to Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less the Net Sale Price, up to the maximum Benefit Limit. We will not pay more than Your loss.

This benefit does not apply if You receive an offer of an overseas posting, accept such an offer, or terminate Your Lease Agreement and return the Vehicle to Your Financier, during the first ninety (90) days from the Commencement date of Your Policy.

# 1.5. Carer Hand-Back Gap Benefit

If, during the Period of Insurance, You resign Your position with Your current employer in order to take up the full time care of an immediate family member on Doctor's advice, and You terminate Your Lease Agreement and return the Vehicle to Your Financier, We will pay to Your Financier an amount equal to the Lease Pay Out under Your Lease Agreement less the Net Sales Price, up to the maximum Benefit Limit. We will not pay more than Your loss.

This benefit does not apply if Your resignation is due to pregnancy or childbirth (including any associated conditions).



#### 1.6. Funeral Benefit

In the event of Your Accidental Death during the Period of Insurance, We will pay the cost of Your funeral or burial or cremation, and the cost of returning Your body or ashes to the State or Territory in which You were residing as at the date of Your Accidental Death, up to the Maximum Benefit Limit as set out in the Schedule of Benefits.

#### 1.7. What You Are Not Covered For

Involuntary Unemployment Benefits and Vehicle Hand-Back Benefits will not be paid if:

- (a) At the date of the commencement of Your Involuntary Unemployment:
  - You have not been in Permanent Full-time Employment for a continuous period of twelve (12) months;
  - (ii) You are not residing in Australia.
- (b) Your Involuntary Unemployment is as a result of:
  - (i) Termination of employment during or at completion of an initial probation period:
  - (ii) Your retirement;
  - (iii) You voluntarily resigning or accepting voluntary redundancy or You abandoning Your employment;
  - (iv) Termination due to misconduct or breach of Your employment agreement;
  - (v) Constructive termination due to disciplinary action by Your employer, demotion or transfer to another position;
  - (vi) Termination due to any ailment or injury arising directly or indirectly, from or related to alcoholism, drug addiction, or the influence of alcohol or non-prescribed drugs;
  - (vii) Termination due to a Pre Existing illness or injury;
  - (viii) Directly or indirectly due to pregnancy or childbirth; or
  - (ix) The temporary, seasonal or casual nature of Your work OR the completion of a project or specified work for which you were employed OR the completion of a contract for a specified period.
- (c) You were unemployed or advised that Your employment would be terminated at or immediately prior to the Commencement Date or at any time during the first thirty (30) days after the Commencement Date;
- (d) You are employed in excess of twenty (20) hours per week;
- (e) You are no longer registered as being unemployed with Centrelink or equivalent government authority or actively seeking employment via a recognised recruitment or personnel agency; or
- (f) The Vehicle is not covered under a comprehensive motor vehicle insurance policy at all times during the Period of Insurance.

#### 2. WHAT YOU ARE NOT COVERED FOR - GENERAL EXCLUSIONS

## 2.1 General Exclusions applicable to all Sections

Your Policy will not apply to any Event caused by, arising directly or indirectly out of or in any way connected with:

- (a) Your intentional self-inflicted injury, self-harm, suicide or attempted suicide;
- (b) A criminal or illegal act committed by You;
- 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;
- (d) You being under the influence of intoxicating alcohol, 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;
- You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport;
- (f) You engaging in any motor sports as a rider, driver and/or a passenger;
- (g) Any consequences of war (whether declared or not), invasion or civil war, or You taking part in a riot or civil commotion; or
- (h) We will not pay any amounts under this Policy which We are prohibited from paying at law.



#### 3. HOW TO MAKE A CLAIM

#### 3.1 Notice of Claim

Any Event which may give rise to a claim under this Policy should be reported to Australian Reliance in writing within thirty (30) days of the Event.

#### 3.2 Proof of Loss

If You wish to make a claim You must:

- (a) complete a claim form (available from Australian Reliance and their Authorised Representatives); and
- (b) attach to the claim form:
  - written notice containing full particulars of any circumstances in respect of which a claim is being made; and
  - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
  - (iii) any other documentary evidence required by Us under Your Policy.
- (c) 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; and
- (d) give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may arrange an autopsy at Our expense, if We reasonably require one.

# 3.3 Processing and payment of claims

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

We shall pay all benefits under this Policy to Your Financier, to be applied to Your Lease Agreement. The receipt of such benefits by Your Financier will be a full discharge to Us with respect to all claims under Your Policy.

# 3.4 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.

# 4. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

To the extent permitted by law, We may refuse to pay a claim or reduce the amount that We pay for a claim if You do not comply with the conditions of Your Policy.

#### 4.1 Premium

All cover is subject to the payment of premium. If You fail to pay Your premium on time and Your premium remains unpaid, We may refuse to pay a claim arising after payment was due.

# 4.2 When Your Policy ends

Your Policy starts from the Commencement Date and will end automatically:

- (a) On the date the Lease Agreement is terminated, discharged or refinanced; or
- (b) If any restructuring of the Lease Agreement affects the Lease Pay Out and/or duration of the lease; or
- (c) When the Accidental Death Benefit is paid on Your behalf; or
- (d) When the combined Involuntary Unemployment and Vehicle Hand-Back Benefits are exhausted; or
- (e) On expiry of the Period of Insurance; or
- (f) On the date Your indebtedness under Your Lease Agreement is transferred to someone else; or
- (g) On the date that You are no longer an Australian Resident; or
- (h) When the Policy is cancelled.



#### 4.3 Australian Law

Your Policy is governed by the laws of the State or Territory 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 in which You normally reside.

#### 4.4 Australian Currency

All payments by You to Us or Us to You must be in Australian currency.

#### 4.5 Other Insurance

You must inform Us of any other insurance which may also provide an indemnity to You in the circumstances of any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other policy.

# 4.6 Limits of Liability and Deductibles and Excess

This Policy is subject to the Limits of Liability and Deductible and Excess Amounts stated in the Schedule of Benefits.

# 4.7 Subrogation

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You. You must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

#### 4.8 Sanctions

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us, Our parent company or Our ultimate controlling entity from providing insurance under this Policy.

# 5. DISPUTE RESOLUTION

# 5.1 Commitment to Service

Chubb's Internal Dispute Resolution Process is evidence of Chubb's commitment to service. Recognising the consumer's right to be heard and to be informed, Chubb established an Internal Dispute Resolution Panel to handle any unresolved complaints. It underscores Chubb's commitment to acting fairly and honestly with its customers.

If You are not satisfied with any aspect of the service that You receive in relation to the Policy, then Chubb appreciates You letting Us know.

#### 5.2 Who should You talk to?

Our web site can be visited at <a href="www.chubbinsurance.com.au">www.chubbinsurance.com.au</a> or You can contact Us on:

Phone: (02) 9273 0100 Fax: (02) 9273 0101

#### 6. UPDATING YOUR CUSTOMER DETAILS

If You have changed Your address or require any other personal details to be altered, please advise Australian Reliance or its Authorised Representative.



#### 7. DEFINITIONS

Please use this glossary to find the meaning of these words throughout this Policy.

Accident and Accidental means a sudden, violent, external, visible, unusual and specific event which occurs fortuitously and is unforseen or unintended by You and which occurs at an identifiable time and place.

Accidental Death means death solely and directly caused by an Accident.

**Australian Resident** means a person who resides in Australia and has permission to remain permanently in Australia either because they are:

- (a) An Australian citizen; or
- (b) The holder of a visa that enables them to permanently reside in Australia; or
- (c) A protected special category visa holder.

**Commencement Date** means 4.00 pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

**Disappearance** means that if Your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Death.

**Doctor** means a legally registered medical practitioner who is not You, Your relative, Your business partner, Your employee or Your employer.

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy.

Financier means the company providing finance for the purchase of Your Vehicle.

**Involuntarily Unemployed** means You are unemployed as a result of the termination of Your employment where You:

- (a) Have been retrenched or made redundant at the instigation of Your employer; and
- (b) Have registered as being unemployed with Centrelink or equivalent government authority; or a recognised recruitment or personnel agency; or can provide other satisfactory evidence of unemployment; and
- (c) Are in receipt of unemployment benefits unless You are not eligible to receive unemployment benefits because of the level of income earned by You and/or Your spouse or the level of Your assets; and
- (d) Are actively seeking work; and
- (e) Work as an employee for less than twenty (20) hours per week.

Lease Agreement means the initial finance agreement entered into between the Financier and You.

Lease Pay Out means the pay out amount required as the full and final settlement of the Lease Agreement.

Monthly Lease and Running Costs means the monthly amount payable by You, under Your Lease Agreement.

**Net Sale Price** means the value You or Your Financier achieve on sale or disposal of the Vehicle to a licensed motor car trader.

**Period of Insurance** means the period of time during which Your Policy is in effect commencing on the Commencement Date shown on the Policy Schedule and ending on the date Your Policy ends.

**Permanent Full-time Employment** means working as an employee for at least twenty (20) hours per week in continual, permanent and gainful employment for salary or wages for a continuous period of at least twelve (12) consecutive months immediately prior to and including the date of commencement of Your Involuntary Unemployment, where such employment is not temporary, seasonal, casual or under a contract based upon a specified period or completion of specified work.

**Policy** means this document, Your Policy Schedule and any other documents We issue to You which are expressed to form part of the policy terms, which set out the cover We provide for the Period of Insurance and which describe the insurance contract between You and Us. For the sake of clarity, it does not include any prior policy that has been renewed or any future policy that may be renewed.

Policy Schedule means the certificate of currency which We send to You containing Your specific insurance details.





**Pre Existing** means an illness or injury for which You received medical attention in the thirty (30) days prior to the Commencement Date of Your Policy.

**Running Costs** means the regular day to day expenses incurred in the use of Your Vehicle including but not necessarily limited to fuel and scheduled maintenance. Running Costs do not include Vehicle registration, insurance premiums or excesses, non-scheduled maintenance, wear and tear or accidental damage.

**Self-employed** means You have power or control over a business or enterprise because You own it, or You are a partner in the partnership that owns it, for a continuous period of at least twelve (12) months immediately prior to and including the Commencement Date of the Policy, or You are not working as an employee of another.

Vehicle means the registered motor vehicle as described on Your Lease Agreement.

**Waiting Period** means the period of time for and in respect of which no benefits for Involuntary Unemployment are payable, commencing on the last day that You were employed (i.e. the day before You were Involuntarily Unemployed). Where the Waiting Period applies, We will not pay any claim unless You are Involuntarily Unemployed for a continuous period that is longer than the Waiting Period.

**We/Us/Our/Chubb** means Chubb Insurance Company of Australia Limited ("Chubb") ABN 69 003 710 647 AFSL no. 239778.

**You/Your** means the person named as the lessee in the Lease Agreement, as the approved credit applicant and named as the insured on the Policy Schedule or Certificate of Insurance and who is:

- (a) at least eighteen (18) years of age and not over sixty-five (65) years of age at the Commencement Date; and
- (b) an Australian Resident on the Commencement Date; and
- (c) in Permanent Full-time Employment at the date of commencement of Your Involuntary Unemployment.

Dated: 20 March 2013.