Personal Accident & Sickness Insurance Policy

QLD Transport Workers

Product Disclosure Statement & Policy Wording



PRODUCT DISCLOSURE STATEMENT

Introduction

This Product Disclosure Statement (PDS) is an important legal document that contains details of this Personal Accident & Sickness Insurance Policy. Before You decide to buy insurance from Us, please read this PDS thoroughly and keep it, together with Your Policy Schedule in a safe place.

What is a Product Disclosure Statement?

The Corporations Act 2001 (Cth) requires that any 'retail client' must receive a 'Product Disclosure Statement' (PDS) prepared by the Insurer which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

This Product Disclosure Statement (PDS) is designed to provide You with the necessary information regarding this product in order that You can make an informed choice about purchasing this product. In this PDS / Policy Wording You will find all the information You need to know about the type of cover(s) available, Our terms and conditions, benefits and risks and making a claim.

Any general advice in this PDS has been prepared without taking into account Your objectives, financial situation or insurance requirements. Before purchasing this product, consider whether this product is appropriate to Your objectives, financial situation and needs.

Please read this booklet and make sure that You are satisfied with the terms and conditions that We offer.

This PDS and the insurance Policy Schedule You receive are Your Policy documents and form Your legal contract with Us. Please keep them together in a safe place.

Please do not hesitate to contact Your insurance adviser if You have any questions about this Policy booklet or Your insurance cover.

This combined Policy Wording and PDS was prepared on 16 March 2026.

About Point Underwriting Agency

Point Underwriting Agency Pty Ltd AFSL 477471 (Point) is a niche market underwriter specialising in niche insurance products. We pride ourselves on offering tailored insurance products backed by Our people and professional service. Point Underwriting Agency acts as agent of the Insurer under a binding authority.

About the Insurer

Chubb Insurance Australia Limited (Chubb) (ABN 23 001 642 020, AFSL 239687) is a world leader in insurance. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

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

Chubb issues Your insurance Policy and is responsible for the content of this booklet.

Chubb's contact details are:
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Phone: +61 2 9335 3200
Web: www.chubb.com/au

Applicable Sections Clause

Not all Sections of this PDS and Policy wording document will apply to You. The precise coverage afforded is subject to the terms and conditions outlined in the PDS, Policy Schedule and any endorsements, as issued by Us and is subject to the coverage option chosen by You.

Policy Features and Benefits

a. Cover for 24 hour Injury & Sickness cover (if chosen).
b. Payment of a weekly benefit to cover up to the percentage of Your weekly Income as shown on the Policy Schedule or an agreed amount, whichever is the lesser, when You suffer a disability as a result of an Injury or Sickness.
c. Our policies are available to people within the age bracket stated in the Policy Schedule or by endorsement.
d. Weekly benefits are payable for the Benefit Period as stated in the Policy Schedule.

The Policy Schedule will show the details of the:

- Insured
- type of cover
- Policy Period
- Sums Insured
- Waiting Periods;

and other important information.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses).

For example, We do not pay a benefit in the following circumstances:

a. Your suicide or attempted suicide; intentional self-Injury or an attempt at intentional self-Injury;
b. neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome;
c. You being under the influence of drugs (other than prescribed and taken as directed by Medical Practitioner) or alcohol.

For full details of all relevant Policy exclusions, where cover does not apply, You should read the Policy wording and make yourself aware of all the exclusions that apply to this insurance.

Waiting Period

If You make a claim for benefits under the Policy, a Waiting Period may apply. The applicable Waiting Period is specified in the Policy Schedule.

Significant Risks

Incorrect product or cover: You should ensure that the weekly benefit is sufficient to cover Your loss of weekly Income. For example: if the weekly benefit is less than Your weekly Income, We will only pay up to the weekly benefit stated in the Policy Schedule.

Duty Not to Misrepresent

This insurance is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Before We agree to insure You (including when We issue You with the insurance for the first time or agree to renew, extend, vary, reinstate or replace it), You have a duty to take reasonable care not to make a misrepresentation to Us.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

When answering Our questions You need to take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects.

If another person is answering for You, We'll treat their answers as Yours. In such a case You should check the questions have been answered correctly on Your behalf by them.

Subject to applicable law, a breach of the duty by one insured affects all insureds in these ways. If You do not take reasonable care not to make a misrepresentation, or if You are careless in Your answers or recklessly or deliberately make a misrepresentation, We may, acting reasonably and subject to applicable law, reject or not fully pay Your claim or cancel Your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

However, we will not do this if We would have entered into the contract, for the same premium and on the same terms and conditions, even if the failure had not occurred. Whether or not You have taken reasonable care not to make a misrepresentation is to be determined by Us acting reasonably, with regard to all relevant circumstances.

We must also take account of any particular characteristics or circumstances about You that We were aware of, or ought reasonably to have been aware of. If any question or guidance provided is not clear or you need additional assistance, you can contact us.

Cooling off period

You may return this Policy to Us within 14 days of the date We enter into it provided that no right or power under the Policy has been exercised (eg no claim has been made).

Where You return it within the above 14-day period We will cancel the Policy and issue a full refund of premium. Please note You still have cancellation rights that can be exercised after this period expires.

Expiry of Your Policy

Your Policy expires at 4pm on the date shown on Your Policy Schedule.

Policy Renewal

Policy coverage applies for the Policy Period stated in the Policy Schedule. Renewal of the Policy for a new Policy Period is subject to Our review and We may refuse to offer a new Policy Period or alter any terms and conditions under the new Policy Period being offered, including amending the premium payable and applying specific exclusions to the new Policy Period.

When does Your Increase in Cover under the Policy Begin?

Where You already covered under the Policy and You apply for an increase in the level of Your cover, We must agree to the increase in cover in writing before it can apply to the Policy. The increase in cover will then begin from the date We agree to the increase in writing.

The Dispute Resolution Process

Internal dispute resolution process

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please contact Point Underwriting Agency (Point) who will manage Your complaint on Our behalf:

Point Underwriting Agency
Email: enquiries@pointinsurance.com.au
Phone: 1300 362 766 or (02) 9970 7378
Post: P.O. Box 744, Manly NSW 1655

Point will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, Point will provide You with the name and relevant contact details of the person who will be assigned to liaise with You regarding Your complaint.

Point will consider Your complaint and keep You informed of the progress of Your complaint at least every ten (10) business days, unless resolved sooner.

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

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

You can request the information Point relied on when deciding Your complaint. To the extent allowed under law, Point will provide You the information within ten (10) business days of Your request.

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint.

External dispute resolution process

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint.

AFCA can be contacted as follows:

Australian Financial Complaints Authority (AFCA)
Email: info@afca.org.au
Phone: 1800 931 678
Post: GPO Box 3, Melbourne VIC 3001
Web: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision. Determinations made by AFCA are binding on Us.

General Insurance Code of Practice

Point Underwriting Agency and Chubb are bound to the General Insurance Code of Practice. The objectives of this Code are to:

1. commit Us to high standards of service;
2. promote better, more informed relations between Us and You;
3. maintain and promote trust and confidence in the general insurance industry;
4. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
5. promote continuous improvement of the general insurance industry through education and training.

As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10).

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100, or by visiting our website www.pointinsurance.com.au. The Code is monitored and enforced by the Code Governance Committee.

Privacy Notice

How we protect your privacy

Both We and Point Underwriting Agency are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with that Act. We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

Point Underwriting Agency collects Your personal information (which may include sensitive information) at various points including, but not limited to, when You apply for an insurance policy with us or when You lodge a claim in relation to an insurance policy you hold with Us.

Point Underwriting Agency may disclose Your personal information, including health and sensitive information, to Us to enable Us to assess Your claim and, if the claim is accepted, for administration of the claim and for planning, product development and research purposes including customer surveys.

If you do not provide this information, we may be unable to deliver the services you require.

In some circumstances, in order to provide Our services to You, We may disclose your personal information to other Chubb Group entities or third-party service providers located outside Australia, including in Singapore, the UK, the USA, and the Philippines. These entities and their locations may change from time to time. Please contact Our Privacy Officer if you would like a full list of the countries in which these third parties are located.

You can access a copy of Our privacy policy on our website at https://www.chubb.com/au-en/footer/privacy.html.

If You would like to seek access to, or correct Your personal information, please contact Our Privacy Officer.

Privacy Officer

Email: aulegal.privacy@chubb.com
Phone: + 61 2 9335 3200

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

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
Post: GPO Box 4065, Sydney NSW 2001
Phone: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: complaints.AU@chubb.com

For more information, please read Our Complaints and Customer Resolution policy on our website at https://www.chubb.com/au-en/customer-service/complaints-customer-resolution.html

You can access a copy of Point Underwriting Agency's privacy policy here at https://pointinsurance.com.au/privacy-policy/. If You would like to seek access to, or correct Your personal information, please contact Point Underwriting Agency.

Point Underwriting Agency
Email: enquiries@pointinsurance.com.au
Phone: 1300 362 766 or (02) 9970 7378

Cost of the Policy and Paying for Insurance

The cost of Your Policy is made up of Your premium plus any applicable government taxes.

What Happens if You do not Pay the Cost of Your Policy?

You cannot claim under this Policy if at the time the Injury or Sickness occurred, any instalment of premium remained unpaid for 30 days or more. We may cancel this Policy by giving notice if any instalment of premium has remained unpaid for 30 days or more in accordance with the Insurance Contracts Act 1984 (Cth).

Other than in the above circumstances We may deduct from any claim paid or payable, any unpaid premium or instalment of premium.

If the Premium is Payable by Instalments

You cannot claim under this Policy if at the time the Injury or Sickness occurred, any instalment of premium remained unpaid for 30 days or more beyond the Premium Due Date.

We may cancel this Policy by giving notice if any instalment of premium has remained unpaid for 30 days or more.

Commission
WageCover receives a commission from the Insurer when You decide to take out this insurance Policy. The amount of commission paid will be paid from Your premium amount and is not an additional expense to You. Your insurance adviser may also charge You a fee for their service.

Cancelling Your Policy
You may cancel Your Policy at any time by notifying Us in writing. Provided no claim has been paid or accepted as being paid under this Policy, We will refund any unused portion of the premium You have paid for Your Policy less any amount which covers the period for which You were insured. If the Policy has been cancelled and We have either paid a claim or accepted a claim as being covered under this Policy, there will be no refund of premium.

We may cancel this Policy to the extent permitted by law by giving three (3) working days' notice in writing to You at Your address on Our file.

Upon cancellation of the Policy by Us, We will refund the premium for the unexpired Policy Period.

Taxation
All taxes and charges are shown as separate items on Your Policy Schedule, for example stamp duty and goods and services tax (GST) at the rate set by government from time to time. If required by law, We may adjust Your premium to reflect this change. Stamp duty is imposed on Your Policy at the rate set by government from time to time. The amount of stamp duty payable varies depending on Your state of residence. Should Your state of residence change, We may adjust Your premium at next renewal to reflect this change.

What makes up Your Insurance Contract
When We accept Your application, or Your existing Policy is renewed or amended, Your insurance contract is made up of the following documents:

a. the Policy Wording as set out in this document; and
b. Your current Policy Schedule and any applicable endorsements.

You Cannot Give Your Rights Away
You cannot give anyone else an interest in this Policy without Our written consent.

The Law that Applies to this Policy
Any disputes arising from this Policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this Policy is issued.

Updating Our Product Disclosure Statement
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. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

Insuring Clause

If You suffer an Injury or Sickness during the Policy Period and whilst within the Scope of Cover that directly results in an Insured Event listed in the Table of Benefits, We will pay You or Your executors or administrators (if any) the applicable benefit shown in the Table of Benefits once We have accepted Your claim.

The Insured Event must occur within twelve (12) months of the date of the Injury or the date of the first manifestation of the Sickness.

Notwithstanding the above, if:

i. You first sought treatment for and/or advice from a Medical Practitioner relating to the Injury or Sickness within twelve (12) months of the date of the Injury or the date of the first manifestation of the Sickness; and
ii. You are under the regular medical care of and acting in accordance with the instructions or professional advice of a Medical Practitioner during the initial twelve (12) months of the date of the Injury or the date of the first manifestation of the Sickness; and
iii. such medical care can be evidenced to Us; and
iv. such medical care can be demonstrated by a Medical Practitioner as medically recommended to improve Your condition and to avoid You suffering a Temporary Total Disablement;

then the Insured Event is extended to twenty-four (24) months of the date of the Injury or the date of the first manifestation of the Sickness.

TABLE OF BENEFITS

Your cover in relation to the following Insured Events is specified in Your Policy Schedule (see Scope of Cover) and the benefits specified may be subject to any applicable Waiting Period.

Capital Benefits

INSURED EVENTS	BENEFITS (being the percentage of the amount shown in the Schedule against Capital Benefit)
1. Accidental Death	100%

Weekly Benefits

INSURED EVENTS	BENEFITS (Up to the weekly benefit amount shown in the Policy Schedule against Weekly Benefits)
2. Temporary Total Disablement caused directly and solely by an Injury	During such disablement, the Weekly Benefit as specified in the Policy Schedule or the applicable percentage of Your Income as shown in the Policy Schedule against Weekly Benefits, whichever is the lesser.

INSURED EVENTS	BENEFITS (Up to the weekly benefit amount shown in the Policy Schedule against Weekly Benefits)
3. Temporary Partial Disablement caused directly and solely by an Injury	During such disablement 25% of Event 2 per week. If You are able to return to work in a reduced capacity, then the compensation payable shall be calculated as the difference between the compensation for Event 2 per week and the current Income received from the reduced work capacity. To qualify for this continuing weekly benefit Your partial disablement must arise solely and as a direct result from the same Injury as the total disablement which preceded it and for which You received a Weekly Benefit under the Policy.
4. Temporary Total Disablement caused directly and solely by Sickness	During such disablement, the Weekly Benefit in the Policy Schedule or the applicable percentage of Your Income as shown in the Policy Schedule against Weekly Benefits, whichever is the lesser.
5. Temporary Partial Disablement caused directly and solely by Sickness	During such disablement 25% of Event 4 per week. If You are able to return to work in a reduced capacity, then the compensation payable shall be calculated as the difference between the compensation for Event 4 per week and the current Income received from the reduced work capacity. To qualify for this continuing weekly benefit Your partial disablement must arise solely and as a direct result from the same Sickness as the total disablement which preceded it and for which You received a Weekly Benefit under the Policy.

Additional Benefits

6. Funeral Expenses

Where a claim is payable for Event 1 – Accidental Death, We will pay the reasonable and actual funeral costs up to a maximum of $5,000 in addition to the sum insured for Event 1 where the Accidental Death is covered by this Policy. This benefit only applies if Your Accidental Death occurs more than 90 days after Your original Policy Period.

7. Return to Work Assistance

If during the Policy Period and within the Scope of Cover, You suffer an Injury or Sickness which results in benefits being payable for Events 2 or 3, We will assist You in arranging for professional assistance recommended by a Medical Practitioner or occupational therapist or rehabilitation specialist to improve Your physical and/or emotional condition in order to return to Your usual occupation.

Assistance includes but is not limited to special equipment for and/or modifications to Your usual workplace, if Your employer agrees to this.
We will pay the actual and reasonable costs up to $10,000 for any one (1) event provided that those costs are not:

a. insured elsewhere under this Policy; or
b. an expense to which General Exclusion 14 applies.

8. Tuition or Advice Expenses

If during the Policy Period and whilst within the Scope of Cover, You sustain an Injury or Sickness which results in a benefit being payable for Events 2 or 3, We will reimburse expenses incurred by You for tuition or advice by a registered training organisation, provided such tuition or advice is undertaken with Our prior agreement (not to be unreasonably withheld or delayed) and that evidence is presented from a Medical Practitioner certifying the tuition or advice is medically necessary or at least substantially beneficial in returning You to work.

Definitions

In this Policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

1. **Accident** means a sudden, unexpected, specific event which occurs during the Policy Period at an identifiable time and place which was unforeseen or unintended by You and which results in an Insured Event within twelve (12) calendar months, unless agreed otherwise by Us.

2. **Accidental Death** means death which occurs as a result of an Injury.

3. **Income** means:
   a. in the case of an employee, Your average weekly income net of business expenses but before personal deductions and income tax, earned from personal exertion in Your usual business, profession, occupation or employment for the number of weeks so engaged during the twelve (12) month period immediately preceding Injury or Sickness but excluding reimbursement or expenses, long service leave paid but not taken and other non-regular income.

   b. in the case of a self-employed person, Your weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of than income, averaged over the period of twelve (12) months immediately preceding the commencement of disability or over such period as they have been self-employed.

4. **Insured, Insured Person, You and Your** means the person specified as the Insured in the Policy Schedule.

5. **Insured Event** means the insured events described in the Table of Benefits.

6. **Injury** means bodily Injury (including Accidental Death) resulting solely from an Accident which occurs during the Policy Period and this includes any condition resulting from exposure to the elements as a result of such bodily Injury, other than as excluded by the exclusions section of this Policy. Injury does not include any
   a. consequences of any condition which is ordinarily described as being a disease;
   b. other Pre-Existing Condition;
   c. degenerative condition irrespective of when the degeneration commenced or when and to what extent, the degeneration progressed; or
   d. a Sickness.

7. **Medical Practitioner** means a person who is duly qualified and legally registered to practice medicine in Australia, who is not You, Your spouse, or a member of Your family.

8. **Policy** means this product disclosure statement, this policy wording, any endorsements, the Policy Schedule and any other documents that We issue to You and advise You that they form part of the Policy.

9. **Policy Period** means the period during which cover is provided for under the Policy as set out in the Policy Schedule.

10. **Pre-Existing Condition** means any medical condition, injury, illness or disease for which You were aware of, or which a reasonable person in Your circumstances could have been expected to be aware, or for which You have undergone tests, or required treatment or advice for treatment or had been prescribed medication or had consulted a Medical Practitioner or other health professional, prior to the Policy Period as shown in the Policy Schedule.

11. **Premium Due Date** means in the case of premium paid in instalments, the end of each period when the premium instalment is payable.

12. **Professional Sport** means any sport for which You receive a fee, allowance, sponsorship or monetary reward as a result of Your participation, which in totality accounts for more than fifty percent (50%) of Your annual income from all sources.

13. **Schedule** means the relevant schedule and endorsements issued which sets out the specific insurance details for the Insured.

14. **Scope of Cover** means the operative time of the cover under this Policy as specified in the Schedule.

15. **Sickness** means any illness, disease or disorder where symptoms first manifest during the Policy Period. Sickness does not include any Pre-Existing Condition.

16. **Temporary Partial Disablement** means that solely as a result of Injury or Sickness and within twelve (12) months of the date of the Injury or Sickness You are temporarily unable to perform a substantial part of Your occupation or any other occupation, profession or business which You are reasonably qualified to perform based on Your education, training or experience, for longer than the Waiting Period stated in the Policy Schedule and is under the regular care and acting in accordance with the instructions or professional advice of a Medical Practitioner.

17. T**emporary Total Disablement** means that solely as the result of an Injury or Sickness and within twelve months of the date of the Injury or Sickness You are entirely and continuously unable to engage in Your occupation or any other occupation, profession or business which You are reasonably qualified to perform based on Your education, training or experience, for longer than the Waiting Period stated in the Policy Schedule and is under the regular care and acting in accordance with the instructions or professional advice of a Medical Practitioner.

18. **Under the Influence**: in relation to a person, means that the person is under the influence of alcohol or a drug to the extent that the person's capacity to exercise proper care and skill is impaired.

19. **Waiting Period** means the period starting on the first day of Temporary Total Disablement after You have consulted a Medical Practitioner for an Injury or Sickness.

20. **We/Our/Us** means Chubb Insurance Australia Limited (ABN 23 001 642 020 AFSL: 239687).

Exclusions

Exclusions apply to all parts of this Policy; Notwithstanding any provision to the contrary within this re/insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, or resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

a. War, hostilities or warlike operations (whether war be declared or not),
b. Invasion,
c. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs,
d. Civil war,
e. Riot,
f. Rebellion,
g. Insurrection,
h. Revolution,
i. Overthrow of the legally constituted government,
j. Civil commotion assuming the proportions of, or amounting to, an uprising,
k. Military or usurped power,
l. Explosions of war weapons,
m. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,

n. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a foreign state to the nationality of the Insured Person whether war be declared with that State or not,
o. Terrorist activity.

For the purpose of this exclusion:
i) terrorist activity means an act, or acts, of any person, or groups(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism (s) and/ or biologically produced toxin (s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This Policy does not cover:

1. Loss or destruction of or damage to any property whatsoever or any loss; or

2. Expense whatsoever resulting or arising therefrom or any consequential loss.

This Policy does not cover claims arising directly or indirectly from:

3. Your engaging in or training for;
   a. racing of any kind, other than on foot, or
   b. any competitive combat sports (including but not limited to boxing, wrestling or martial arts), or
   c. mountaineering, rock climbing, speleology, sky-diving, hang-gliding, bungee jumping, or
   d. motor sports, or
   e. recreations involving heights, or
   f. underwater sports (including but not limited to scuba diving);

4. You deliberately exposing yourself to danger, or Your own criminal act;

5. You being Under the Influence of drugs (other than prescribed and taken as directed by Medical Practitioner) or alcohol; or driving a motor vehicle with a blood alcohol concentration in excess of the legal limit;

6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named or Human Immunodeficiency Virus (HIV);

7. Neurosis, psychoneurosis, psychosis, mental disorder or disease, emotional disorder or disease, depression, stress, anxiety condition or disorder or mental illness of any kind; or chronic fatigue syndrome, unless You are being treated by a psychiatrist, psychologist or other appropriate specialist; and on the basis that the psychological condition or disorder is not considered to be a Pre-Existing Condition;

8. You engaging in or training for any Professional Sport;

9. You flying, or participating in air travel or any other kind of aerial activity unless as a fare paying passenger on a commercial airline with scheduled flights;

10. Your suicide or attempted suicide; intentional self-Injury or an attempt at intentional self-Injury;

11. any Pre-Existing Condition;

12. any other exclusion outlined in Your Policy Schedule;

13. You being outside the age limit as stated on the Policy Schedule;

14. any claim which would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, Or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules.

Sanction Limitation and Exclusion Clause

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

Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions, which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Special Conditions – General

1. Benefits shall not be payable in the following circumstances:
   a. beyond the date of Your death except if there is a valid entitlement to claim benefits under Event 1 – Accidental Death;
   b. before the date on which You first consulted a Medical Practitioner for an Injury or Sickness;
   c. if Your Injury or Sickness occurs outside the Scope of Cover specified in the Policy Schedule.

2. Benefits shall not be payable for Events 2, 3, 4 and/or 5:
   a. in excess of the Benefit Period as set out in the Policy Schedule, whether there is a recurrence or otherwise.
   b. during the Waiting Period;
   c. after the Waiting Period, in an amount which exceeds the lesser of:
      i. the maximum sum insured shown the Policy Schedule against Weekly Benefits, or
      ii. the applicable percentage of Your Income as shown in the Policy Schedule against Weekly Benefits.

3. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by:
   a. any periodical payment of any kind but, including but not limited to, income protection insurance benefits for the same Injury or Sickness,
   b. Wages, salary (not including sick leave entitlements) or earned Income from any other source,

so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of Your Income as shown in the Policy Schedule against Weekly Benefits.

4. Calculation of Weekly Benefits
Compensation for periods of less than one week will be paid at the rate of one seventh (1/7th) of the weekly benefit.

5. Recurrent Disablement
If You have returned to work after having received weekly benefits for Temporary Total Disablement and have a recurrence of Temporary Total Disablement (arising from the same Injury or Sickness) within 6 months of Your return to work, then You can claim for the balance of the Benefit Period, if any. In the above circumstance the Waiting Period will not be applied again. Any recurrence more than 6 months of the previous Temporary Total Disablement ceasing will be considered as a new claim subject to all terms, conditions and exclusions of the Policy.

6. Payment of Benefits in the Event of Accidental Death
If a benefit is payable in respect of Your Accidental Death, the benefit will be paid to Your estate.

Conditions Applicable to all Sections of this Policy

1. Fraud
Any fraud, mis-statement or concealment by You in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the rights provided for in the Insurance Contracts Act, including where appropriate the right to reduce or refuse payment of any claim or to cancel or avoid the Policy depending on the circumstance.

2. Premium Instalments
If Your premium for this insurance is to be paid by instalment and an instalment remains unpaid for thirty (30) days or more from due date, We will not pay any claim relating to an Injury or Sickness that first manifests after the instalment became due.

This condition applies as each and every premium instalment becomes due.

We may cancel this Policy in accordance with the Insurance Contracts Act 1984 (Cth) if an instalment premium has remained unpaid for 1 month or more.

3. Change of Occupation
Cover is provided under this Policy on the condition that You continue in Your occupation advised to us on Your application form. Should You change Your type of occupation, You must notify Us and cover is only continued if We confirm the cover continues for You in Your new occupation. If you are covered in Your new occupation, it may be on different terms, and upon expiry of the Policy Period, We may decline to offer renewal terms

4. Cancellation
Your coverage under the Policy can be terminated at any time at Your request by giving written notice to Us. If the Policy is cancelled and no claims have been paid or accepted by Us as being covered under the Policy, We will refund the premium for Your Policy less any amount which covers the period for which cover has been provided. However, We will not refund the premium if a claim has been made or accepted by Us as being covered under the Policy. We may cancel the Policy by giving three (3) working days' notice in writing to You at Your address on Our file for any reason available to Us at law.

5. Claims Made Under The Policy
Notice must be given to Us as soon as reasonably practicable of any Injury or Sickness which causes or may cause Your disablement. Notice must be given to Us as soon as reasonably practicable in the event the death of the Insured Person resulting from an Accident.

If You or Your legal representative want to make a claim You or they must complete Our claim form.

a. Notice must be given to Us as soon as reasonably practicable of any Injury or Sickness which causes or may cause Your disablement. Notice must be given to Us as soon as reasonably practicable in the event the death of the Insured Person resulting from an Accident.
b. If You or Your legal representative want to make a claim You or they must complete Our claim form.
c. You must get proper medical advice from a qualified Medical Practitioner as soon as possible after sustaining Injury or Sickness and provide Us, at your own expense with any medical and other certificates and evidence required by Us that is reasonably required to assess Your claim.
d. You must give Us details of any other insurance covering the same Injury or Sickness.
e. You must undergo any medical examination We may reasonably require to assess the claim; and which We will arrange at our own expense.
f. You must continue to be a resident of Australia.
g. You must provide Us such evidence as We reasonably require, including in respect of Your state of health, level of disability and medical history, otherwise this may affect Our assessment of Your claim. If We are prejudiced as a result of non-compliance with this condition, where permitted by the Insurance Contracts Act 1984 (Cth) We may be entitled to reduce our liability to pay a claim to the extent of the prejudice or refuse to pay a claim.
h. Report of Claim Forms: We will, upon receipt of a notice of claim furnish such forms as are usually required by Us for filing Proof of Claim.
i. Proof of Claim: Written Proof of Claim must be provided to Us at Our office within ninety (90) days after the date of the Event. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to do so, provided that the proof is provided as soon as is reasonably possible.

6. Other Information

We may also require You to provide Us with;

a. written authorities allowing Us to access information, which may include personal and sensitive information;
b. evidence of Your income in the period prior to disability commencing, or Your income in any period after disability commences;
c. details of any other insurance covering the same condition for which a claim is being made.

7. Time of the Payment of Claim

Periodic payment for weekly benefits will be paid fortnightly in arrears. Payment of any other claim will be made upon receipt and review of due written proof of the claim.

8. Subrogation

We are entitled to commence or take over legal proceedings in Your name for the defence or settlement of any claim, or to sue or prosecute any other person to recover any monies payable by them at law. You must not take any action to prejudice any such right of recovery and must cooperate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance We require, including the giving of evidence in court.



How to make a claim with WageCover

When You sustain an injury or a sickness which prevents You from attending Your place of work, You must as soon as possible seek and follow medical advice from a qualified Medical Practitioner.

As soon as reasonably possible contact WageCover direct on: **1300 362 766** and obtain a claim form.

Complete all questions on the claim form as required and have the doctor who first attended to you complete the medical certificate.

Forward the completed claim form and all the medical certificates/reports to:

WageCover Australia Pty Ltd
GPO Box 250 Sydney NSW 2001
Phone: (02) 9970 8411
Email: claims@wagecover.com.au
Web: wagecover.com.au