

# Scenic Travel Insurance

Policy Wording and Product  
Disclosure Statement (PDS)



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## General Advice

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Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

### Preparation Date and PDS Code

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This PDS was prepared on 17 April 2018. PDS Code: 18PDSSCENICAU01

## Important information about this Policy Wording and PDS

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This document is a PDS and is also Our insurance Policy Wording. This document contains important information required under the Corporations Act 2001 (Cth) (the Act) and has been prepared to assist You in understanding Scenic Travel Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document before making a decision.

This Policy Wording and PDS is comprised of two contracts. The first contract provides cover for Loss of Deposits and Cancellation Charges under Benefit Section 3 pages 14 - 15. The second contract provides indemnity for the balance of cover (Benefit sections 1, 2, 4-12) under this Policy Wording and PDS. For the purpose of this Policy Wording and PDS, and all accompanying materials, the two contracts will be referred to and considered as one Policy document. All other provisions apart from the coverage Sections apply to both contracts

Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

You can contact Us on 1800 803 548 or write to Us at Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001.

## About the Insurer

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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  
O 1800 803 548  
F +61 2 9335 3467  
E Travel.AU@chubb.com

### General Insurance Code of Practice

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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](http://www.codeofpractice.com.au) and on request.

## Duty of Disclosure

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### Your Duty of Disclosure

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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

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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

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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

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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

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You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You do not tell Us something

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If You do not tell Us anything 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.

## The Meaning of Certain Words

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Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions section, located on pages 30 – 32 of this Policy Wording and PDS. Please refer to the Definitions for their meaning.

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.

## Selecting Your Cover

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Certain eligibility criteria apply. We tell You when You apply whether You meet this criteria e.g.

- You must be an Australian resident.
- You must at least be eighteen (18) years old when You apply.
- You must not be over eighty-nine (89) years old when You apply.

## How to purchase this Policy

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### Step 1: Choose Your Plan Type:

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#### Plan Type and Covered Locations Table:

<b>Plan Type</b>	<b>Covered Locations under each Plan</b>
<b>Worldwide</b>	Americas (excluding Cuba for US Citizens) and Africa (compulsory if more than 20% of Your Journey is in the Americas and/or Africa) and locations covered by Plans Worldwide excluding the Americas and Africa, South East Asia, New Zealand/Pacific Islands and Domestic.
<b>Worldwide excluding the Americas &amp; Africa</b>	UK, Europe, Japan, Hong Kong, China, the Middle East, and Indian Sub-Continent and locations covered by Plans South East Asia, New Zealand/ Pacific Islands and Domestic.*
<b>South East Asia</b>	South East Asia and locations covered by Plans New Zealand/Pacific Islands and Domestic.*
<b>New Zealand/ Pacific Islands</b>	New Zealand, Indonesia, South West Pacific and locations covered by Plan Domestic.*
<b>Domestic</b>	Australia Only

\*Covered locations include the Americas (excluding Cuba for US Citizens) and Africa if less than 20% of Your Journey occurs in the Americas and/or Africa.

### Step 2: Choose who will be covered

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<b>Single Cover</b>	Cover for You and Your Dependent Children and Grandchildren and two (2) other Unrelated Children provided they are travelling with You on the Journey.
<b>Joint Cover</b>	Cover for You and Your Spouse/Partner and Dependent Children and Grandchildren and two (2) Unrelated Children provided they are travelling with You on the Journey.

Dependent Children and Grandchildren and two (2) Unrelated Children are covered for free when You purchase this Policy. There is no restriction on the number of Dependent Children and Grandchildren covered, but all Dependent Children, Grandchildren and Unrelated Children must be named on the Policy. If You purchase the Joint Cover, the maximum benefit amount We will pay for claims by You and any other persons covered (including the Dependent Children) is twice the benefit shown in the table below.

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In return for cover under the Policy, You are required to pay a premium, as set out in the Premium section located on page 20 of this Policy Wording and PDS.

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.

The Policy insures You twenty-four (24) hours a day subject to the Policy terms, conditions and exclusions.

## Summary of Benefits

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The following tables summarise the benefits We can provide and can be used as a quick reference tool. The destinations covered and the level of cover varies according to the plan selected.

A detailed description of the cover is set out in the Benefits section. The cover provided is subject to the terms, conditions and exclusions contained in this Policy document.

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

Maximum benefit limits apply, as set out in the following tables. Where specified, sub limits also apply. The term “Unlimited” only means there is no specified dollar limit. Policy terms do however apply limits on what We will pay for such benefits. All benefit limits are in Australian currency (AUD).

If You are travelling with Dependent Children and Grandchildren and/or two (2) Unrelated Children on either Single or Family Cover, the maximum benefit amounts We will pay for claims by You and any other persons covered (including the Dependent Children and Grandchildren and/or two (2) Unrelated Children) is twice the benefit shown in the table below.

**Excess:** The excess is the first amount of a claim which You must bear. We do not pay for this amount.

- The Policy excess is \$100 for the international plans. (GST is not applicable for international plans).
- The Policy excess is \$50 for the domestic plans (including GST).

## International Plans – Summary of Benefits Table

Schedule of Benefits	Worldwide	Worldwide excluding the Americas & Africa	South East Asia	New Zealand/ Pacific Island
1. <b>Overseas Medical and Dental Expenses</b> (Please refer to Section 1)	Unlimited	Unlimited	\$500,000	\$250,000
2. <b>Additional Expenses</b>	Unlimited	Unlimited	\$250,000	\$75,000
2.1 Resumption of Journey (sub limit)	\$3,000	\$3,000	\$2,500	\$2,500
2.2 Special Events (sub limit)	\$2,000	\$2,000	\$2,000	\$2,000
2.3 If You Die (sub limit) (please refer to Section 2)	\$10,000	\$10,000	\$10,000	\$10,000
3. <b>Loss of Deposits and Cancellation Charges</b>	Unlimited	Unlimited	\$500,000	\$250,000
Travel Agent's Cancellation Fee (sub limit) (please refer to Section 3)	Lesser of \$750 or 15% of the refundable amount	Lesser of \$750 or 15% of the refundable amount	Lesser of \$750 or 15% of the refundable amount	Lesser of \$750 or 15% of the refundable amount
4. <b>Luggage and Travel Documents</b>	\$12,000	\$10,000	\$5,000	\$3,500
4.1 Loss, Theft or Damage				
a) Item Limit (each item)	\$500	\$500	\$500	\$500
b) Video & electrical equipment (sub limit)	\$3,500	\$3,500	\$3,500	\$3,500
4.2 Delayed Luggage Allowance				
a) More than 24 hours (sub limit)	\$500	\$500	\$500	\$500
b) More than 72 hours (sub limit) (please refer to Section 4)	\$1,000	\$1,000	\$1,000	\$1,000
5. <b>Replacement of Money</b> (please refer to Section 5)	\$300	\$300	\$200	\$200
6. <b>Rental Vehicle Excess</b> (please refer to Section 6)	\$3,000	\$3,000	\$3,000	\$3,000
7. <b>Travel Delay Accommodation</b> (please refer to Section 7)	\$1,200	\$1,000	\$875	\$750



## International Plans – Summary of Benefits Table, continued

Schedule of Benefits	Worldwide	Worldwide excluding the Americas & Africa	South East Asia	New Zealand/Pacific Island
<b>8. Flight Delay</b>				
a) More than 6 hours	\$100	\$100	\$100	\$100
b) More than 12 hours (please refer to Section 8)	\$200	\$200	\$200	\$200
<b>9. Cash in Hospital</b>				
a) Daily Amount	\$100	\$100	\$100	\$100
b) Maximum Amount (please refer to Section 9)	\$8,000	\$6,000	\$5,000	\$4,000
<b>10. Public Transport Hijacking</b>				
a) Daily Amount	\$1,000	\$1,000	\$1,000	\$1,000
b) Maximum Amount (please refer to Section 10)	\$15,000	\$15,000	\$10,000	\$10,000
<b>11. Personal Liability</b> (please refer to Section 11)	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000
<b>12. Accidental Loss of Life &amp; Permanent Loss</b>	\$50,000	\$30,000	\$30,000	\$20,000
Maximum amount for Dependent Children:				
a) Accidental Loss of Life	\$1,000	\$1,000	\$1,000	\$1,000
b) Permanent Loss (please refer to Section 12)	\$10,000	\$10,000	\$10,000	\$10,000

## Domestic Plan – Summary of Benefits Table

Schedule of Benefits	Australia Only
1. <b>Overseas Medical and Dental Expenses</b>	Not applicable
2. <b>Additional Expenses</b>	\$15,000
2.1 Resumption of Journey (sub limit)	\$3,000
2.2 Special Events (sub limit)	\$2,000
2.3 If You Die (sub limit) (please refer to Section 2)	\$10,000
3. <b>Loss of Deposits and Cancellation Charges</b>	\$15,000
Travel Agent's Cancellation Fee (sub limit) (please refer to Section 3)	Lesser of \$750 or 15% of the refundable amount
4. <b>Luggage and Travel Documents</b>	\$5,000
4.1 Loss, Theft or Damage	
a) Item Limit (each item)	\$500
b) Video & electrical equipment (sub limit)	\$3,500
4.2 Delayed Luggage Allowance	
a) More than 24 hours (sub limit)	\$500
b) More than 72 hours (sub limit) (please refer to Section 4)	\$1,000
5. <b>Replacement of Money</b>	Not applicable
6. <b>Rental Vehicle Excess</b> (please refer to Section 6)	\$2,000
7. <b>Travel Delay Accommodation</b> (please refer to Section 7)	\$500
8. <b>Flight Delay</b>	Not applicable
9. <b>Cash in Hospital</b>	Not applicable
10. <b>Public Transport Hijacking</b>	Not applicable
11. <b>Personal Liability</b> (please refer to Section 11)	\$200,000
12. <b>Accidental Loss of Life &amp; Permanent Loss</b>	\$15,000
Maximum amount for Dependent Children:	
a) Accidental Loss of Life	\$1,000
b) Permanent Loss (please refer to Section 12)	\$10,000

Due to legislation in Australia, medical expenses for treatment and services received in Australia are not payable under this Policy.

## Period of cover

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Cover under Section 3 for Loss of Deposits and Cancellation Charges starts from the Issue Date of Your Policy and continues until the end of the Period of Insurance.

All other cover (including Accidental Loss of Life and Permanent Loss) starts from the Start Date and continues until the end of the Period of Insurance.

## Free Extension of Period of Insurance

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Where Your Journey is necessarily extended due to an unforeseen circumstance outside Your control, Your Period of Insurance will be extended until You are able to travel Home by the quickest and most direct route. The Period of Insurance will not be extended for any other reason. This extension does not apply to Section 11 Personal Liability.

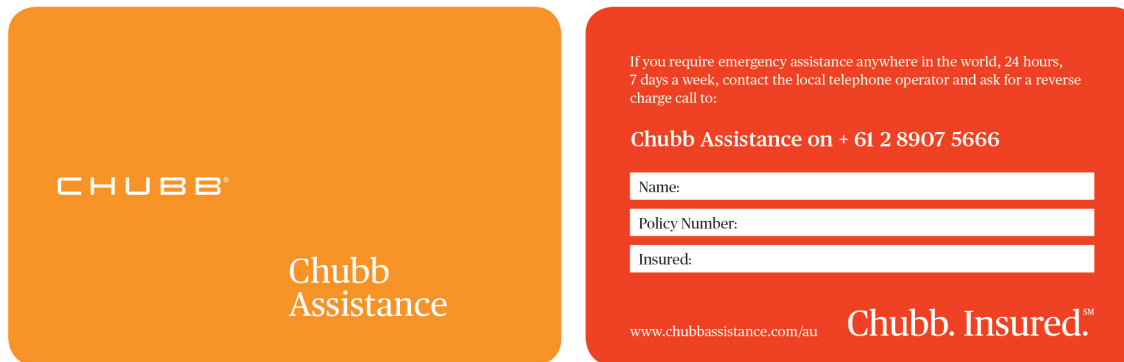
## Scenic Eclipse Extension – Helicopter and Submarine Tours

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Where Your Journey includes a voyage aboard the Scenic Eclipse, cover under all sections of the Policy is automatically extended for all helicopter and submarine tours You undertake operating from the Scenic Eclipse.

## Chubb Assistance

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The image shows two overlapping rounded rectangular boxes. The left box is orange and contains the 'CHUBB' logo in white and 'Chubb Assistance' in white text. The right box is red and contains white text: 'If you require emergency assistance anywhere in the world, 24 hours, 7 days a week, contact the local telephone operator and ask for a reverse charge call to: Chubb Assistance on + 61 2 8907 5666'. Below this is a form with three input fields labeled 'Name:', 'Policy Number:', and 'Insured:'. At the bottom of the red box, it says 'www.chubbassistance.com/au' and 'Chubb. Insured.™'.

Chubb Assistance is a twenty-four (24) hour emergency referral service. In the event of a medical or similar emergency simply phone, reverse the charge and get immediate help in locating medical assistance in Your local area. This service will also provide non-emergency pre-travel advice on some health-related matters, verify insurance coverage and can help co-ordinate immediate claim payments.

Where Your claim is excluded or falls outside the Policy coverage, the provision of emergency assistance by Chubb Assistance will not in itself be an admission of liability.

Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country and accordingly, it is not always possible to have control over these factors. In the circumstances, responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control, cannot be accepted by Chubb Assistance or Us.

## Benefits

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Where We have agreed to enter into a Policy with You, in return for You paying Us or agreeing to pay the required premium, We will provide You with cover for the following benefits where they are covered by the Plan agreed to (this will be specified in Your Certificate of Insurance).

Cover is only provided for each applicable benefit:

- where the relevant covered Event occurs in a location covered by the applicable Plan (See the Plan Type and Covered Locations Table above for details on page 6);
- up to the maximum limits specified in the Summary of Benefits Tables above;
- subject to the applicable excess specified in the Summary of Benefits Tables above; and
- subject to the terms, conditions and exclusions of the Policy.

**Please keep this document, Your Certificate of Insurance 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 Us know straight away if any alterations are needed or if You change Your address or payment details.

### Section 1 - Overseas Medical and Dental Expenses

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This benefit is not available under the Domestic Plan.

*We will pay under Section 1:*

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, or a Sickness or Disease, We will pay the reasonable and necessary cost of medical treatment, emergency dental treatment and ambulance transportation which are provided outside Australia by or on the advice of a Doctor or dentist and which occur within twelve (12) months of the date of the Accidental Injury, Sickness or Disease.

If You are admitted to a hospital or You anticipate costs covered under this Section 1 are likely to exceed \$2,000, You must advise Chubb Assistance as soon as practically possible.

*We will not pay under Section 1:*

1. for medical treatment, dental treatment or ambulance transportation which is provided in Australia;
2. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or involving the use of precious metals;
3. for the continuation of treatment (including medication) commenced prior to Your Journey.

See also terms and conditions applicable to Sections 1 and 2 only below.

### Section 2 - Additional Expenses

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*We will pay under Section 2:*

#### **2.1 Resumption of Journey**

If during the Period of Insurance, Your Journey is interrupted by Your return Home due to an Accidental Injury, Sickness or Disease or death of a Relative or Business Partner in Australia, We will pay Your reasonable additional transport expenses actually and necessarily incurred (less any refund received for the unused prepaid travel arrangements) to resume Your original Journey.

If You return Home in the circumstances set out above, cover is suspended while You are in Australia and will recommence once You resume Your Journey, subject to the expiry date of Your Policy as shown on Your Certificate of Insurance.

### **Terms and conditions applicable to Resumption of Journey only:**

We will pay under Section 2.1 provided:

- a) Your Period of Insurance was at least twenty-three (23) days in duration; and
- b) no greater than 50% of the Period of Insurance had elapsed at the time of the onset of the Accidental Injury, Sickness or Disease or death of a Relative or Business Partner; and
- c) the resumption of Your Journey occurs prior to the expiry date of Your Policy; and
- d) no claim due to the same Event is made under Section 3 Cancellation Charges of this Policy; and
- e) the death or Accidental Injury of Your Relative or Business Partner in Australia did not occur prior to the commencement of Your Journey; and
- f) the onset of the Sickness or Disease of a Relative or Business Partner in Australia did not occur prior to the commencement of Your Journey and You or a reasonable person in the circumstances would not have been aware of the onset of the Sickness or Disease prior to the commencement of Your Journey.

### **2.2 Special Events**

If during the Period of Insurance, Your Journey is delayed due to an unforeseeable circumstance outside Your control, resulting in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference or pre-paid commercial sporting event or 25th or 50th wedding anniversary, which cannot be delayed due to Your late arrival, We will pay You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time.

### **2.3 If You Become Ill**

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, Sickness or Disease that prevents You from continuing Your Journey, We will pay the:

- a) reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance, or You are able to resume Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury, Sickness or Disease, and acceptance by Chubb Assistance of Your inability to continue Your Journey;
- b) reasonable additional hotel accommodation and transport expenses incurred by Your next of kin who travels to and remains with You, following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, or You are able to continue Your Journey or You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury, Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey;
- c) reasonable additional hotel accommodation and transport expenses incurred by You and at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor solely by reason of the Accidental Injury, Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey. An upgrade of class/level can be offered if it is deemed necessary by the Doctor and Chubb Assistance approved the upgrade; and
- d) reasonable expenses incurred in returning a hired motor vehicle to the nearest depot provided that, on the written advice of a Doctor, You are unfit to drive it solely by reason of the Accidental Injury, Sickness or Disease, and acceptance by Chubb Assistance of Your inability to drive.

### **2.4 If You Die**

If You die during the Period of Insurance and while on a Journey, We will pay reasonable funeral or cremation expenses or the cost of returning Your remains to Your Home.

### **2.5 If Your Home Is Destroyed By a Natural Disaster**

If during the Period of Insurance and while on a Journey, Your Home is destroyed by a natural disaster, We will pay for the additional cost of Your early return to Your Home.

### **2.6 Other Circumstances**

We will pay any reasonable and necessary additional hotel accommodation and transport expenses You incur during the Period of Insurance and while on a Journey that result from:

- a) disruption of Your scheduled transport because of riot, strike, civil commotion or hijack;
- b) loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
- c) a quarantine regulation You unknowingly breach;
- d) a natural disaster;
- e) a collision of a motor vehicle, watercraft, aircraft or train in which You are travelling; or
- f) Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions.

In relation to 2.6 (f), We will pay up to \$250, providing written confirmation of the delay has been obtained from the Transport Provider.

#### *Terms and Conditions Applicable to Sections 1 and 2 Only*

We have the option of returning You to Australia if the cost of overseas medical and/or additional expenses are likely to exceed the cost of returning You to Australia, subject always to medical advice. We also have the option of evacuating You to another country. However, if We return You to Australia We shall not be liable to pay You any medical or dental expenses incurred in Australia.

1. In all cases, the cost of evacuation or to repatriate You back to Australia from overseas will only be paid if it was arranged by and deemed necessary by Chubb Assistance.
2. If You are hospitalised overseas, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
3. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.

#### Section 3 - Loss of Deposits and Cancellation Charges

##### *We will pay under Section 3:*

Cover for loss of deposits and cancellation charges under Section 3 begins from the Issue Date as shown on Your Certificate of Insurance. Cover for curtailment charges commence with the Journey.

If, following the Issue Date, Your Journey is cancelled, curtailed or unable to be completed because of the unforeseeable death, Accidental Injury, Sickness or Disease of You, Your Travelling Companion, Relative or Business Partner in Australia or because of any other unforeseen circumstances outside Your control, We will pay You the non-refundable unused portion of all travel costs prepaid in advance including a travel agent's cancellation fee.

**The maximum amount We will pay for the travel agent's cancellation fee is limited to the lesser of \$750 or 15% of the refundable amount of the cancelled travel arrangements.**

##### *We will not pay under Section 3:*

For loss caused by or arising from:

1. Transport Provider (other than Scenic) delays, cancellation or rescheduling (unless it is as a result of a strike of which there had been no warning prior to the Issue Date);
2. Scenic caused delays, cancellation or rescheduling where the expenses are recoverable from Scenic;
3. You or any other person deciding not to continue Your Journey or You change Your plans;
4. Your financial circumstances or any contractual or business obligation;
5. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
6. a request by Your Relative or employer, unless You are a member of the Australian Armed Services or Police Force and Your leave is revoked;

7. a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or the negligence of a wholesaler or operator;
8. any government regulation, prohibition or restriction;
9. an act of Terrorism;
10. the death, Accidental Injury, Sickness or Disease of any person who is not an Australian resident.

## Section 4 - Luggage and Travel Documents

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*We will pay under Section 4:*

### **4.1 Loss, Theft Or Damage**

If during the Period of Insurance and while on a Journey, Your luggage and/or personal effects and/or travel documents are lost, stolen or damaged, We will, at Our discretion, pay the value of that luggage and/or personal effects (after allowing for reasonable depreciation) or repair or replace the luggage and/or personal effects. A sub limit applies to video and electronic equipment.

Limits apply for any one (1) item. A set or pair of items (including attached and unattached accessories) will be treated as one (1) item for the purpose of this limit.

We will not pay more than a proportionate amount of the value of any item which is a pair or set for any part of the item. No allowance is made for any special value which the item may have as a pair or set.

### **4.2 Delayed Luggage Allowance**

If during the Period of Insurance and while on a Journey, all Your luggage is delayed by a Transport Provider for more than twenty-four (24) hours, We will reimburse You for essential emergency items of clothing and toiletries You purchase. This limit is doubled if You have still not received luggage after seventy-two (72) hours.

The original receipts for the items and written confirmation of the delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You, any amount claimable under this benefit will be deducted from any entitlement under Section 4.1 Loss, Theft or Damage above.

### **4.3 Travel Document Replacement**

If during the Period of Insurance and while on a Journey, Your travel documents and/or credit cards are lost or stolen, We will pay You their replacement cost. We will also pay for Your legal liability arising from their illegal use. You must however comply with all the conditions of the issue of the travel documents and/or credit cards prior to and after their loss or theft.

### **Automatic Re-instatement of Sum Insured for Section 4**

In the event that a claimable loss or damage to Your luggage and/ or personal effects is incurred, We will allow You one (1) automatic re-instatement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects.

*We will not pay under Section 4:*

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
2. for items left unattended in any motor vehicle unless stored in the boot and forced entry is gained;
3. for items left unattended in any motor vehicle overnight (even if in the boot);
4. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment, left unattended in any motor vehicle at any time (even if in the boot);

5. for jewellery, camera and video camera equipment, sound equipment, mobile telephones or portable computer equipment whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany You as personal cabin baggage;
6. for more than \$1,000 in total for all jewellery placed in the care of a Transport Provider;
7. for items left unattended in a Public Place;
8. for sporting equipment whilst in use;
9. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
10. for surfboards or waterborne craft of any description;
11. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
12. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
13. for electrical or mechanical breakdown;
14. for negotiable instruments or any cash, bank or currency notes, postal or money orders.

#### Section 5 - Replacement of Money

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This benefit is not available under the Domestic Plan and for any part of the Journey occurring in Australia.

##### *We will pay under Section 5:*

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), Your cash, bank or currency notes, travellers' cheques, postal or money orders are accidentally lost or stolen from Your person, We will reimburse You for their value.

##### *We will not pay under Section 5:*

1. for loss or theft of cash, bank or currency notes, travellers' cheques, postal or money orders in Australia;
2. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. In order to make a claim under Section 5 of the Policy, You must provide Us with a written record prepared by the police or Transport Provider at the time the loss or theft is reported;
3. for loss or theft of cash, bank or currency notes, travellers' cheques, postal or money orders whilst not carried on Your person;
4. for loss or theft of cash, bank or currency notes, travellers' cheques, postal or money orders by or from Your Dependent Children.

#### Section 6 - Rental Vehicle Excess

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##### *We will pay under Section 6:*

If during the Period of Insurance and while on a Journey, You become liable to pay a Rental Car insurance excess as a result of a collision involving, or theft of, a Rental Car whilst in Your control, We will pay You for one (1) such excess.



*We will not pay under Section 6:*

1. for any damages unless as part of the Rental Car arrangement, You have accepted the compulsory motor insurance provided by the Rental Car organisation, against loss or damage to the Rental Car during the rental period;
2. for any collision or theft arising from the operation of a Rental Car in violation of the terms of the rental agreement.

## Section 7 - Travel Delay Accommodation

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*We will pay under Section 7:*

If during the Period of Insurance and while on a Journey, Your pre-booked transport is temporarily delayed for at least six (6) hours due to an unforeseeable circumstance outside Your control, We will reimburse You for reasonable additional hotel accommodation expenses.

*We will not pay under Section 7:*

1. an act of Terrorism;

## Section 8 - Flight Delay

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*We will pay under Section 8:*

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), the departure of Your Scheduled Flight is delayed for more than six (6) hours due to unforeseeable circumstances outside Your control, and no alternative transportation is made available to You within six (6) hours of the scheduled departure time of such flight, We will reimburse You for restaurant meals and refreshments. This amount is doubled if Your Scheduled Flight remains delayed for more than twelve (12) hours.

*We will not pay under Section 8:*

1. an act of Terrorism;

*Terms and conditions applicable to Section 8:*

1. You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. You must also provide Us with receipts for the restaurant meals and refreshments expenses incurred.
2. Should more than one (1) person covered under Your Policy claim under this benefit in relation to the same event, the maximum We will pay is double the benefit limits specified.

## Section 9 - Cash in Hospital

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This benefit is not available under the Domestic Plan.

*We will pay under Section 9:*

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), You suffer an Accidental Injury, Sickness or Disease, We will pay You \$100 for each twenty-four (24) hour period You are confined to a hospital overseas, provided that the period of confinement exceeds forty-eight (48) hours.

## Section 10 - Public Transport Hijacking and Kidnapping

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This benefit is not available under the Domestic Plan and for any part of the Journey occurring in Australia.

### *We will pay under Section 10:*

If during the Period of Insurance and while on a Journey (other than a Journey or part of a Journey occurring in Australia), You are detained on public transport due to it being hijacked by persons using violence or threat of violence or You are kidnapped, We will pay You the daily amount for Public Transport Hijacking and Kidnapping for each twenty-four (24) hours You are forcibly detained by the hijackers or kidnappers.

### *We will not pay under Section 10:*

1. for Public Transport Hijacking or Kidnapping that occurs in Australia.

## Section 11 - Personal Liability

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### *We will pay under Section 11:*

If during the Period of Insurance and while on a Journey, You commit an act of negligence which results in You becoming legally liable to pay compensation for either physical damage caused to someone else's property or the bodily injury or death of someone else, We will pay that compensation.

### *We will not pay under Section 11:*

1. for loss of or damage to property belonging to or held in trust by or in custody or control of You;
2. for injury, loss or damage caused by or arising from any mechanically propelled vehicle, aircraft or watercraft when You are the owner or driver or pilot thereof or have it in Your care, custody or control or where the pilot is Your employee or agent;
3. for injury, loss or damage to property caused by or arising from:
  - a) the nature of products sold by You;
  - b) advice furnished by You; or
  - c) the conduct of Your business, trade or profession.
4. for liability assumed under contract unless such liability would have arisen in the absence of such contract;
5. for aggravated, exemplary or punitive damages or the payment of any fine or penalty;
6. for liability arising out of any wilful or malicious act;
7. for liability arising out of the transmission of a sexually transmittable disease.

## Section 12 - Accidental Loss of Life and Permanent Loss

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### *We will pay under Section 12:*

If during the Period of Insurance and while on a Journey, You suffer an Accidental Injury:

1. that solely results in Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Certificate of Insurance provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury. The maximum amount We will pay in respect of Dependent Children/Grandchildren/Unrelated Children is \$1,000 each to the estate of the Dependent Child/Grandchild/Unrelated Child; or

2. that results in Your Permanent Loss within twelve (12) months of the date of the Accidental Injury, We will pay You the amount shown on Your Certificate of Insurance. The maximum amount We will pay in respect of Dependent Children/Grandchildren/Unrelated Children is \$10,000 each to the estate of the Dependent Child/ Grandchild/Unrelated Child.

*Terms and conditions applicable to Section 12:*

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. The Accidental Loss of Life benefit payable as a result of a Disappearance will only be paid 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 an Accidental Injury.
3. Where You and any number of other people insured by one (1) or more travel insurance policies underwritten by Us are entitled to claim under Section 12 as a result of any one (1) occurrence or Event, Our maximum accumulated liability for all insureds collectively will be limited to \$4,000,000.

In this instance, We will be entitled to reduce the amount payable under the Policy on a pro-rata basis.

## Premium

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We take a number of factors into account when calculating Your premium which could include Your risk profile, the type of Plan You have chosen and other information You provide to Us when applying for this insurance.

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, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

Cover is effective from the Policy Issue Date as shown on Your Certificate of Insurance.

## General Exclusions

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We will not (under any Section) pay for claims arising directly or indirectly from:

1. costs or expenses incurred outside the Period of Insurance;
2. air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company including but not limited to helicopter flights operated from the Scenic Eclipse;
3. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
4. any loss or expense with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
5. any nuclear reaction or contamination, ionising rays or radioactivity;
6. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities;
7. any unlawful act committed by You or if You have not been honest and frank with all answers, statements and submissions made in connection with Your insurance application or claim;
8. any government prohibition, regulation or intervention;
9. Section 2 Additional Expenses or Section 3 Loss of Deposits and Cancellation Charges in respect of any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel;
10. travel booked or undertaken against the advice of any Doctor or after You or a Travelling Companion had been diagnosed with a Terminal Illness;
11. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care;
12. any Pre-Existing Medical Condition You or Your Travelling Companion have;
13. any Pre-Existing Medical Condition of any other person unless the person is hospitalised or dies in Australia after the Issue Date and at the Issue Date You have a reasonably held view that the chance of a claim occurring was highly unlikely. The maximum amount We will pay under the Policy for claims arising from this is \$4,000;

14. a) pregnancy or childbirth involving You or any other person if You are aware of the pregnancy prior to the Issue Date and,
  - i. where complications of this pregnancy have occurred prior to this date, or
  - ii. where the conception was medically assisted;
- b) pregnancy or childbirth involving You or any other person after the twenty-fourth (24th) week of pregnancy or where the problem arising is not an unexpected serious medical complication;
15. Your or a Travelling Companion's suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the effect of alcohol or drugs or the transmission of any sexually transmittable disease or virus;
16. Your or a Travelling Companion's nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey;
17. participation by You or Your Travelling Companion in hunting, racing (other than on foot), polo playing, hang gliding, sports activities in a professional capacity, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor;
18. participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle with an engine capacity of 200cc or less, provided that the driver holds a current Australian Motor Cycle Licence;
19. participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding;
20. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
21. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;
22. failure of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
23. Section 2 Additional Expenses, Section 3 Loss of Deposits and Cancellation Charges and Section 7 Travel Delay arising from acts of terrorism;
24. any benefit that if paid, would result in Us contravening the National Health Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to those Acts;
25. any benefit that would breach s126 of the Health Insurance Act 1973 (Cth) including the payment of medical expenses in Australia respect of the rendering of a professional service for which a Medicare benefit is payable;
26. any losses or expenses payable under Master Policy number 09SCENIC01.

Aged up to 75 years	Ages 76 to 89 years
<p>Subject to the terms and conditions specified, if You are seventy-five (75) years of age or under, the following listed medical conditions are automatically covered under this Policy, and are not subject to Exclusions 12 and 13 above.</p> <p>The time frames applicable to each medical condition apply from the issue date of Your Policy as shown on Your Certificate of Insurance.</p>	<p>If You are over the age of seventy-five (75) You will not be covered for any Pre-Existing Medical Conditions including the medical conditions listed in the table below.</p>
<p><b>Asthma</b> – If You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months.</p>	<p>Asthma</p>
<p><b>Diabetes Non-insulin dependent</b> – If You were diagnosed over twelve (12) months ago and have not had any complications in the last twelve (12) months. You must also have a blood sugar level reading between 4 and 10.</p>	<p>Diabetes Non-insulin dependent</p>
<p><b>Epilepsy</b> – If there are no underlying medical conditions and You have not required treatment by a Doctor for a seizure in the last twelve (12) months.</p>	<p>Epilepsy</p>
<p><b>Gout</b> – If the gout has remained stable for the past six (6) months.</p>	<p>Gout</p>
<p><b>Hiatus Hernia</b> – If no surgery is planned in the next two (2) years.</p>	<p>Hiatus Hernia</p>
<p><b>Hip Replacement</b> – If performed more than six (6) months ago.</p>	<p>Hip Replacement</p>
<p><b>High Blood Pressure</b> – If You have no known heart conditions and Your current BP reading is below 165/95.</p>	<p>High Blood Pressure</p>
<p><b>High Cholesterol</b> – If You have no known heart conditions.</p>	<p>High Cholesterol</p>
<p><b>Peptic Ulcer</b> – If Your condition has remained stable for more than six (6) months.</p>	<p>Peptic Ulcer</p>
<p><b>Prostate Cancer</b> – If You are no longer undergoing treatment and have a P.S.A. (Prostate Specific Antigen) reading of 3.0 or less.</p>	<p>Prostate Cancer</p>
<p><b>Stroke</b> – If the stroke occurred more than twelve (12) months ago and no further rehabilitation or specialist review is planned.</p>	<p>Stroke</p>
<p><b>Underactive Thyroid</b> – If not as a result of a tumour.</p>	<p>Underactive Thyroid</p>

## Cooling Off Period

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You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if this insurance meets Your needs. You may cancel Your Policy simply by 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 commenced the Journey or You have made or You are entitled to make a claim during this period.

## Cancellation of Your Policy

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We may cancel Your Policy by giving You written notice to the address on file and in accordance with the Insurance Contracts Act 1984 (Cth), including where You have:

- a) breached the Duty of Disclosure;
- b) breached a provision of Your Policy;
- c) made a fraudulent claim under any policy of insurance;
- d) not paid Your premium.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

You may cancel Your Policy during the cooling off period by giving Us written notice.

## General Conditions

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### Commencement and Period of Your Policy

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Your Policy begins on the Issue Date of Your Policy as shown on Your Certificate of Insurance and continues until the expiry date of the Period of Insurance or until it is cancelled. Only the cover provided under Section 3 Loss Of Deposits and Cancellation Charges is available from the Issue Date. The other covers all start from the commencement of the Period of Insurance (i.e. when Your Journey commences).

### Significant Tax Implications

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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.

### Goods and Services Tax

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1. Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.
2. If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

### Australian Law

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You must be an Australian resident to be covered by this Policy.

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

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

If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian Dollars (AUD) will be the rate at the time You incur the expense or suffer the loss.

## How do I make a claim under my policy?

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**Overseas emergency** – Call Chubb Assistance on +61 2 8907 5666.

If You are admitted to hospital or You anticipate medical or additional accommodation or travel expenses, which may be covered under this Policy are likely to exceed \$2,000, You should advise Chubb Assistance as soon as practically possible.

**Non-emergency** – Making a claim is quick and easy; in 5 steps You can submit Your claim online by visiting the Chubb Claims Centre [www.chubbclaims.com.au](http://www.chubbclaims.com.au)

### What will I need to submit a claim online?

You (or Your legal representative) will need to provide:

- Your Policy number as shown on Your Certificate of Insurance, which enables Us to verify Your Policy details. If You cannot locate Your Policy number, please call 1800 803 548.
- Your email address.
- Your contact information, which allows Us to give You real-time updates on Your claim status or contact You for additional information.
- Supporting documents. The documents required vary based on claim type, but may include any relevant:
  - receipts or other proof of expenses;
  - proof of earnings that are being claimed;
  - reports that have been obtained from the police, accommodation provider or Transport Provider (including an airline) about the loss, theft or damage
  - photographs or quotes. Please attach these to Your online submission to expedite assessment.
  - additional evidence that We may request to enable Us to assess Your claim.
  - Intended payee information, which allows Us to quickly make approved payments.

### What should I do before I submit a claim?

1. Take all reasonable steps to mitigate any further losses or unnecessary expenses, including notifying Chubb Assistance as soon as practically possible, if You are admitted to hospital or You anticipate medical or additional accommodation or travel expenses which may be covered under this Policy are likely to exceed \$2,000;
2. Within twenty-four (24) hours of any loss, theft or damage to luggage or personal effects You must be report the Event to the police as well as any other appropriate authority in the circumstances, such as an accommodation provider, Transport Provider (including airline as in some instances the airline may be responsible for the loss, theft and/or damage) and written acknowledgment obtained;
3. In respect of overseas medical claims, You should submit claims to Your private health insurance provider prior to lodgment of a claim with Us.

### When should I notify Chubb of my claim?

You should advise Us as soon as possible of an occurrence or an Event which could lead to a claim, or within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical.



### **Will I need to undertake a medical examination?**

If required and to enable Us to confirm if some of the benefits sections within the Policy respond or continue to respond to an Event, We may need to arrange for You to undertake a medical examination at Our expense when and as often as We may reasonably require. We may also arrange an autopsy if We reasonably require one.

### **Is depreciation applied to any claimable amount?**

Unless Your Policy states otherwise, We will deduct an amount for depreciation when calculating the amount payable for loss, theft or damage to Your luggage or personal effects. The depreciation rate is determined by Us by taking into consideration factors such as the age of the item and reasonable wear and tear, the value on the second hand market and advances in technology which reflect in the price of the item if You were to purchase it now.

### **Can I claim under this Policy if I can claim for the same expense under another insurance policy e.g. my private health insurance?**

If You wish to submit Your claim under this Policy, please advise Us if You have already made a claim under any other insurance policies, or tell Us if You have any insurance policies in place which might respond to Your loss. As a general rule, the amount You can recover for Your expenses under this Policy or any other policies cannot exceed Your expenses.

### **Can I claim expenses that I have incurred in obtaining evidence to submit with my claim?**

No, expenses (other than medical examination expenses) incurred by You in obtaining evidence for Us to assess Your claim cannot be claimed as an expense under this Policy. These expenses are payable by You.

### **Can I admit liability if an Event occurs which may give rise to a claim?**

No, You (or Your legal representative) should not make any offer, promise of payment or admit any liability without written consent from Us. You should request the claim against You be put in writing.

### **Do I need to help Chubb make recoveries for any amounts paid under the Policy?**

Yes, You may need to help Us to make recoveries of any amounts that We pay You under Your Policy. We have the right to sue under any other party in Your name to recover money payable or paid under the Policy, or to choose to defend any action brought against You. You must provide reasonable assistance to Us in this regard.

### **How long will it take for my claim to be assessed?**

Once all evidence to support Your claim has been submitted, if We approve Your claim, We will settle Your claim within five (5) business days.

### **If my claim is approved, how long will it take for me to receive payment?**

Once We have approved Your claim, if there is an associated payment due to You, We will issue the payment within five (5) business days.

### **If I die, will my estate be able to claim under the Policy?**

Yes, if Your Policy provides cover in the event of Your death, Your estate will be able to make a claim under the policy.

## **I don't have internet access / an email address to submit my claim online; can I still submit a claim?**

Yes, however this may increase the time taken to assess Your claim. You can call Us on 1800 803 548 to request a claim form to be mailed out to you which can then be mailed back to Us.

## **Complaints and Dispute Resolution**

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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. The 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**

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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  
O 1800 815 675  
E 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.

### **Stage 2 – Internal Dispute Resolution Procedure**

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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  
O +61 2 9335 3200  
F +61 2 9335 3411  
E 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 FOS as detailed below.

### Stage 3 – External Dispute Resolution

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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 (ASIC). 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  
O 1800 367 287  
F +61 3 9613 6399  
E [info@fos.org.au](mailto:info@fos.org.au)  
[www.fos.org.au](http://www.fos.org.au)

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

If FOS advises you that the FOS Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

# Privacy

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## Privacy Statement

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

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

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

## Why We collect Your Personal Information

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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. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

## How We obtain Your Personal Information

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

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

## When do We disclose Your Personal Information?

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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 claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your 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 (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc) We may also share Your information with that third party.

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

## Your Consent

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In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

## Access to and correction of Your Personal Information

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If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

To request access to, update or correct your personal information held by Chubb, please complete this [Personal Information Request Form](#) and return it to:

Email: [travel.au@chubb.com](mailto:travel.au@chubb.com)  
Fax: 1800 803 548  
Address: GPO Box 4907 Sydney NSW 2001

## How to Make a Complaint

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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:

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

## Financial Claims Compensation Scheme

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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.

## Updating Our PDS

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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 or accessed on Our website at [www.chubb.com/au](http://www.chubb.com/au)

We will issue You with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

## Definitions

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Please use this Definitions section to find the meaning of these words throughout this booklet.

**Accidental Injury** means a bodily injury resulting from an accident and which is not an illness and which:

- a) is caused by violent, external and visible means; and
- b) occurs as a result of an accident occurring during Your Period of Insurance; and
- c) results within twelve (12) months of the accident; and
- d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

**Accidental Loss of Life** means death occurring as a result of an Accidental Injury and includes Disappearance.

**Business Partner** means a person You own a registered Australian business with which has an Australian Business Number.

**Certificate of Insurance** means the document We send You which contains details of the cover provided to You by Us.

**Dependent Children** means the unmarried dependent child or children of You (including step or legally adopted children) who are:

- a) up to and including eighteen (18) years of age; or
- b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon You for maintenance and support.

**Disappearance** means 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, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

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

**Event(s)** means 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.

**Foot** means the entire foot below the ankle.

**Grandchildren** means Your unmarried grandchild or grandchildren (including step or legally adopted grandchildren) who are:

- a) up to and including eighteen (18) years of age; or
- b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon You or Your child or children (including step or legally adopted children) for maintenance and support.

**Hand** means the entire hand below the wrist.

**Home** means Your usual place of residence in Australia.

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

**Insured** means the person named as the Insured on the Certificate of Insurance and who pays the premiums to Us in respect of Insured Persons.

**Insured Person** means any person who is named as an Insured Person on Your Certificate of Insurance and with respect to whom premium has been paid or agreed to be paid.

**Issue Date** means the date We agree to provide insurance under the Policy as shown on Your Certificate of Insurance.

**Journey** means the period commencing at the time You leave Your Home to start Your journey to which this Policy applies and ceasing at the time You return to Your Home, provided the journey commences and terminates while this Policy is in force; and has either an interstate or overseas destination or, if intrastate (i.e. within the State You normally reside) involves You travelling more than a one-hundred (100) kilometre radius from Your Home.

**Limb** means 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.

**Period of Insurance** means:

- a) in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 3, the period starting from the Issue Date and ending at the time You complete the Journey as shown on Your Certificate of Insurance; and
- b) in respect of all other cover, the period starting from the Start Date and ending at the time You complete the Journey, as shown on Your Certificate of Insurance.

**Permanent Loss** means:

- 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 an eye;

which in each case is caused by an Accidental Injury.

**Policy** means Your Policy Wording and Product Disclosure Statement (PDS) and Certificate of Insurance and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

**Pre-Existing Medical Condition** means:

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor or dentist in the ninety (90) days prior to the Issue Date of the Policy; or
- b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date of Your Policy as shown on Your Certificate of Insurance.

**Policy Wording and Product Disclosure Statement (PDS)** means this document.

**Public Place** means shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks and any place the public has access to.

**Relative** means Your Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, great-grandparent, grandparent or grandchild provided such person is at the relevant time not more than eighty (80) years of age.

**Rental Car** means a rented sedan, campervan, hatchback or station-wagon rented from a licensed motor vehicle rental company.

**Scenic** means Scenic Tours Pty Ltd and its associated companies.

**Scenic Eclipse** means the discovery yacht operated by Scenic.

**Sickness or Disease** means a sickness or disease which requires immediate treatment by a Doctor and which is not an Accidental Injury.

**Specially Designated List** means names of a person, entities, groups or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

**Spouse/Partner** means the person named as Spouse/Partner on the Certificate of Insurance and who must be Your husband or wife, de-facto or life partner (including a same sex partner) with whom You have continuously cohabited for a period of three (3) months or more.

**Start Date** means the date You commence Your Journey.

**Terminal Illness** means any medical condition, which is likely to result in death.

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

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

**Transport Provider** means a properly licensed coach operator, airline, shipping line or railway company.

**Travelling Companion** means a person travelling with You on the Journey.

**Unrelated Children** means any unmarried child or children who are not related to You and who are:

- a) up to and including eighteen (18) years of age; or
- b) up to and including twenty-one (21) years of age whilst they are full-time students at an accredited institution of higher learning.

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

**You, Your** means the person/s named as the Insured and also includes those named as Insured Persons on Your Certificate of Insurance with respect to whom premium has been paid or agreed to be paid.



## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for almost 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

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

## Contact Us

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Scenic Travel Insurance - Policy Wording and Product Disclosure Statement (PDS), Australia.  
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