

Lease Protection Gold Policy

Product Disclosure Statement and Policy Wording

Version 4.0

Effective Date: 11 December 2015



Chubb Insurance Company of Australia Limited
ABN 69 003 710 647 AFSL 239778
www.chubbinsurance.com.au

Promoted by Reliance Insurance Brokers
Pty Ltd trading as Australian Reliance
ABN 45 127 707 813, AFSL No. 345986

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Insurer

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

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

Product Disclosure Statement (PDS)

What is the Product Disclosure Statement?

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

The meaning of certain words

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

Policy Terms and Conditions

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

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

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

Certain types of cover under the Policy require You to provide documentary evidence to Us where a claim is made.

You should keep those documents in a safe place in case We need them to settle a claim.

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

Important Information about Lease Protection Gold

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

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

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

Eligibility Criteria

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

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

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

Summary of Benefits

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

- If You suffer an Accidental Death during the Period of Insurance, We will pay Your Lease Pay Out, subject to the benefit limit of one hundred thousand dollars (\$100,000). Any lease payout will also be subject to a maximum arrears payout of two (2) months.
- If You should become Involuntarily Unemployed, after a 30 day Waiting Period, we will pay to Your Vehicle Financier Your Monthly Lease And Running Costs up to a maximum of six (6) months, subject to You satisfying all policy conditions.
- Once We have paid the third (3rd) Monthly Lease And Running Costs payout to Your Vehicle Financier, You may be eligible for the Vehicle Hand-Back benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price and any arrears of Monthly Lease And Running Costs.
- The Involuntary Unemployment Benefit and the Vehicle Hand-Back Benefit are subject to a combined maximum limit of twenty-five thousand dollars (\$25,000) and a Waiting Period.



- Where You accept an overseas posting with Your current employer of twelve (12) months or more in duration, You may be eligible for the Expatriation Hand-Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- Where You resign in order to provide full time care to an immediate family member, You may be eligible for the Carer Hand- Back Gap Benefit. This benefit provides You with the option to return Your Vehicle to Your Vehicle Financier and recover the Lease Pay Out amount less the Net Sale Price up to a maximum limit of five thousand dollars (\$5,000).
- In the event of Your Accidental Death, We will pay a Funeral benefit up to a maximum of five thousand dollars (\$5,000).

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

Premium

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

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

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

Updating Our PDS

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

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

Duty of Disclosure

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

Your duty of disclosure when entering into an insurance contract

Before You enter into an insurance contract with Us, You have a duty of disclosure under the Insurance Contracts

Act 1984 (Cth) to tell Us anything that You know, or could reasonably be expected to know, may affect our decision to insure You and, if so, on what terms. This duty of disclosure applies until the contract is entered into.

Your duty of disclosure for renewing an insurance contract or entering into a subsequent insurance contract

The same duty applies until We agree to any variations, extensions, reinstatements or renewal of an insurance contract.

What You are not required to disclose

You are not required to disclose any matter:

1. That diminishes the risk to be undertaken by Us;
2. That is of common knowledge;
3. That We know or should know in the ordinary course of the insurance business;
4. Where We waive Your duty of disclosure.

Non disclosure and its consequences

If You fail to comply with Your duty of disclosure We may be entitled to reduce the amount We would pay You if You make a claim, cancel Your insurance contract, or both.

Fraudulent non disclosure and its consequences

If Your non disclosure is fraudulent, We may refuse to pay Your claim and treat the contract as if it never existed.

Privacy

Your Privacy

In the course of providing insurance and processing insurance claims, We need to collect personal and or sensitive information about persons We insure and persons associated with insured persons. If an insured does not give Us this information, We may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988 (Cth) ('the Act'), Our Privacy Policy statement contains the information required to be given to persons about whom We collect personal and or sensitive information. It provides information on how an insured can make a complaint against Us for a breach of the Australian Privacy Principles ("APPs"), or registered APP code(s), if any, that bind Us.

Your access to Your personal and sensitive information

An insured can request access to personal and sensitive information that We hold about them. Your rights to access and Our rights to refuse access are set out in the Act.

Our use of personal and sensitive information

We may at any time use personal and or sensitive information We collect about individuals subject to insurance cover for any of the following purposes:

1. to provide a quotation or assess a proposal for insurance;
2. to provide, amend or renew an insurance policy; or
3. to respond to a claim.

Our Disclosure of Personal and Sensitive Information

We may at any time disclose personal and or sensitive information We collect to the following types of organisations (some of which may be outside Australia)

1. Reinsurers;
2. External valuers and appraisers;
3. Loss adjustors, investigators and other organisations retained by Us who help Us provide Our claims service;
4. Professional advisers, such as accountants and lawyers; and
5. Other organisations that provide services to Us in relation to the provision of insurance.

To assist Us in providing insurance services to an insured, We may, from time to time, transfer personal and or sensitive Information overseas to the types of organisations listed above in Canada, China, Hong Kong, India, Philippines, Singapore, Thailand, the United Kingdom and the United States of America. Where We do so, We take reasonable steps to ensure it is kept confidential.

Our Privacy Policy statement is readily available on Our website at www.chubbinsurance.com.au.

Financial Claims Scheme

This Policy may be a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and third parties in the event of insurers becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. APRA is responsible for the administration of the FCS. Contact APRA at www.apra.gov.au or 1300 558 849.

The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The Terms of the Code require Us to be open, fair and honest in Our dealings with You. The Code outlines the standards by which We have agreed to deal with You in relation to buying insurance, claims handling, complaint resolution as well as standards for Our employees, authorised representatives and Our service suppliers, financial hardship, information and education and access to information.

The Code aims to:

- Commit Us to high standards of service.
- Promote more informed relations between You and Us.
- Promote trust and confidence in the insurance industry.

For more information and a copy of the Code please visit the Insurance Council of Australia's website at www.codeofpractice.com.au or www.insurancecouncil.com.au.

Cooling Off Period

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

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

Cancelling Your Policy

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

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

When You may cancel

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

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

When We may cancel or avoid the Policy

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

- a. fail to comply with Your duty of utmost good faith;
- b. fail to comply with Your Duty of Disclosure;
- c. fail to comply with a provision of Your Policy, including a provision with respect to payment of premium;



- d. make a fraudulent claim under Your Policy or any other policy of insurance;

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

How to Make a Claim

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

Australian Reliance's contact details are:

Address: Level 13, Fawkner Centre,
499 St.Kilda Road
Melbourne, VIC, 3004

Phone: (03) 9864 4444

Fax: (03) 9867 5110

If You wish to make a claim You must:

- a. complete a claim form (claim forms are available from Australian Reliance and their Authorised Representatives); and
- b. attach to the claim form:
 - i. written notice containing full particulars of any circumstances in respect of which a claim is being made; and
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - iii. any other documentary evidence required by Us under Your Policy.
- c. provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim; and
- d. give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

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

Processing and payment of claims

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

We shall pay all benefits under this Policy to Your Financier, to be applied to Your lease account.

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

Making claims after Your Policy is cancelled

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

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

Complaint Resolution

Our complaint resolution process is divided into three (3) stages. Stage 1 is the first review. Stage 2 is internal dispute resolution and Stage 3 is referral to external dispute resolution with the FOS. At every stage We will provide You with written reasons.

Stage 1

We will respond to Your complaint within 15 business days of receipt of Your complaint, provided We have all necessary information and have completed any investigation required. We will keep You informed about the progress of Your complaint at least every 10 business days during **Stage 1**, unless You agree to extend that period.

We will advise You of Your right to take Your Complaint to Stage 2 if We:

- cannot respond to You within 15 business days because We do not have all necessary information; or
- have not completed Our investigation, and
- cannot reach an agreement with You on an alternate timetable

Stage 2 Internal Dispute Resolution

If Our **Stage 1** decision does not resolve Your Complaint to Your satisfaction or if You advise Us that You wish to take Your Complaint to **Stage 2**, Your Complaint will be reviewed by Our Internal Dispute Resolution Panel (IDR Panel). Our IDR Panel is comprised of employees with the appropriate experience, knowledge and authority to consider and resolve Your Complaint. The IDR Panel personnel will not be the same people who was/were involved in the **Stage 1** review and decision.

Once transferred to **Stage 2**, We will respond within 15 business days, provided We have all necessary information and have completed any investigation required. We will keep You informed about the progress of Our review at least every 10 business days during **Stage 2**.



We will advise You of Your right to take Your Complaint that falls within the FOS Terms of Reference to Stage 3 if We:

- cannot respond to You within 15 business days of the date Your complaint is referred to **Stage 2** because We do not have all necessary information; or
- have not completed Our investigation, and
- cannot reach an agreement with You on an alternate timetable.

Stage 3 External Dispute Resolution with the FOS

Where the Complaint falls within the FOS Terms of Reference and at the conclusion of **Stage 2** You are not satisfied with the outcome of Your Complaint or if We do not resolve Your Complaint within 45 calendar days of the date We first received Your Complaint, You or a third party may refer Your Complaint to the FOS. FOS offers a free review service for complaints which fall within their Terms of Reference. External dispute resolution determinations made by FOS are binding upon Us. Where the FOS Terms of Reference do not extend to Your complaint, We will notify You of the right to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available.

You can contact FOS as follows:

By Phone: 1800 367 287

By Mail: Financial Ombudsman Service
G.P.O. Box 3
Melbourne, VIC, 3001

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

The above Complaint resolution procedures do not apply where:

We resolve the complaint to Your satisfaction by the end of the 5th business day after receipt of the Complaint by Us; and no written response has been required.

You can contact Us in the following ways:

By Phone: (02) 9273 0100

By Mail: Complaints Chairman
Level 29, 2 Park Street
Sydney, NSW, 2000

By Email: aus.complaints@chubb.com

Information on Our complaints resolution process may also be obtained from Our website at www.chubb.com/international/australia.

Insurance Council of Australia

Where We cannot provide You with insurance cover, We will refer You to the Insurance Council of Australia (the ICA) or the National Insurance Brokers Association of Australia (NIBA) for information about alternative insurance

options (unless You already have someone acting on Your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

Additional Information

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

Visit www.codeofpractice.com.au for more information about the Code.

About the Insurer

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

Chubb's contact details:

Our Offices:

Sydney:

Citigroup Centre, Level 29, 2 Park Street, Sydney, NSW, 2000, Australia.

Phone: (02) 9273 0100

Melbourne:

Level 12, 720 Bourke Street, Melbourne, VIC, 3000, Australia.

Phone: (03) 9242 5111

Perth:

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

Phone: (08) 6211 7777

Brisbane:

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

Phone: (07) 3227 5777

Our Website: www.chubbinsurance.com.au

About the Promoter

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

Australian Reliance's contact details are:

Address: Level 13, 499 St Kilda Road
Melbourne, VIC, 3004

Phone: (03) 9864 4444

This PDS is dated: 11 December 2015

Policy Wording

What You are covered for

Summary of Benefit Limits

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

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

| Benefit Table | Benefit Description and Benefit Limits |
|---|---|
| 1.1 Accidental Death Benefit | Up to the Maximum Accidental Death Benefit of \$100,000. |
| 1.2 Involuntary Unemployment Benefit | <p>If You become Involuntarily Unemployed We will pay to Your financier Your monthly Lease and Running Costs up to a maximum of six (6) months.</p> <p>The Involuntary Unemployment Benefit is subject to a combined maximum benefit limit of \$25,000 with the Vehicle Hand-Back Benefit.</p> <p>This benefit is subject to a thirty (30) day Waiting Period.</p> |
| 1.3 Vehicle Hand-Back Benefit | <p>If you remain Involuntarily Unemployed after We have made three (3) Monthly Lease and Running Costs payments, You are eligible to make a claim under this benefit during the period of insurance:</p> <ol style="list-style-type: none"> after We have paid You the third (3rd) monthly Involuntary Unemployment Benefit; and prior to the sixth (6th) Involuntary Unemployment Benefit being approved by Us. <p>The Vehicle Hand-Back Benefit is subject to a combined maximum benefit limit of \$25,000 with the Involuntary Unemployment Benefit.</p> |
| 1.4 Expatriation Hand-Back Gap Benefit | <p>Up to a Maximum Benefit Limit of \$5,000.</p> <p>This benefit does not apply if You receive an offer of an overseas posting, accept such on offer, or terminate Your Lease Agreement and return the Vehicle to Your Financier, during the first ninety (90) days from the Commencement Date of Your Policy.</p> |

| Benefit Table | Benefit Description and Benefit Limits |
|--|---|
| 1.5 Carer Hand-Back Gap Benefit | <p>Up to a Maximum Benefit Limit of \$5,000.</p> <p>This benefit does not apply if Your resignation is due to pregnancy or child birth (including any associated conditions).</p> |
| 1.6 Funeral Benefit | Up to a Maximum Benefit Limit of \$5,000 |

1. The Benefits And Conditions

1.1 Accidental Death Benefit

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

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

1.2. Involuntary Unemployment Benefit

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

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

1.3. Vehicle Hand-Back Benefit

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

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

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

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

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

1.4. Expatriate Hand-Back Gap Benefit

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

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

1.5. Carer Hand-Back Gap Benefit

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

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

1.6. Funeral Benefit

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

1.7. What You Are Not Covered For

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

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

2. What You Are Not Covered For – General Exclusions

2.1 General Exclusions applicable to all Sections

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

- a. Your intentional self-inflicted injury, self-harm, suicide or attempted suicide;
- b. A criminal or illegal act committed by You;
- c. You being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft;
- d. You being under the influence of intoxicating alcohol, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
- e. You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport;
- f. You engaging in any motor sports as a rider, driver and/or a passenger;
- g. Any consequences of war (whether declared or not), invasion or civil war, or You taking part in a riot or civil commotion; or
- h. We will not pay any amounts under this Policy which We are prohibited from paying at law.

3. How To Make A Claim

3.1 Notice of Claim

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

3.2 Proof of Loss

If You wish to make a claim You must:

- a. complete a claim form (available from Australian Reliance and their Authorised Representatives); and
- b. attach to the claim form:
 - i. written notice containing full particulars of any circumstances in respect of which a claim is being made; and
 - ii. any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - iii. any other documentary evidence required by Us under Your Policy.
- c. provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim; and

- d. give Us at Your expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

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

3.3 Processing and payment of claims

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

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

3.4 Making claims after Your Policy is cancelled

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

4. General Conditions Applicable To All Sections

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

4.1 Premium

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

4.2 When Your Policy ends

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

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

4.3 Australian Law

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

4.4 Australian Currency

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

4.5 Other Insurance

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

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

4.6 Limits of Liability and Deductibles and Excess

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

4.7 Subrogation

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

4.8 Sanctions

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

5. Dispute Resolution

5.1 Commitment to Service

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

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

5.2 Who should You talk to?

Our web site can be visited at www.chubbinsurance.com.au or You can contact Us on:

Phone: (02) 9273 0100

Fax: (02) 9273 0101

6. Updating Your Customer Details

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

7. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

- e. Work as an employee for less than twenty (20) hours per week.

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

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

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

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

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

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

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

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

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

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

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

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

Waiting Period means the period of time for and in respect of which no benefits for Involuntary Unemployment are payable, commencing on the last day that You were employed (i.e. the day before You were Involuntarily

Unemployed). Where the Waiting Period applies, We will not pay any claim unless You are Involuntarily Unemployed for a continuous period that is longer than the Waiting Period.

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

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

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