Pre-Trip Cancellation Cover

Product Disclosure Statement (PDS)



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Pre-Trip Cancellation Cover

Product Disclosure Statement (PDS)

This PDS was prepared on 5 October 2018 PDS Code: 18PDSPAYPALAU01

About Chubb Insurance Australia Limited (Chubb)

Chubb is an Australian financial services licensee authorised to deal in and provide advice in relation to general insurance products. Our details are as follows:

ABN: 23 001 642 020 AFS Licence Number: 239687 Head Office: Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000 Postal address: GPO Box 4907 SYDNEY NSW 2001 O 1800 803 548 E <u>travel.au@chubb.com</u>

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

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

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

Master Policy Number: 09PAYPAL01

The cover provided is subject to the terms, conditions and exclusions contained in this Product Disclosure Statement. Please note that other documents that make up the Policy may amend the standard terms, conditions and exclusions contained in this Product Disclosure Statement.

1. How this cover works

- The Policyholder has entered into a Policy with Us for which it pays Us an agreed premium to provide cover under the Policy for Covered Persons.
- Under the Policy with the Policyholder, any person that meets the agreed Covered Person(s) criteria will be entitled to access cover under the Policy in accordance with its relevant terms and conditions as outlined in this Product Disclosure Statement.
- Access is provided to a Covered Person(s) solely by reason of the statutory operation of section 48 of the Insurance Contracts Act 1984 (Cth). Covered Person(s) do not enter into any agreement with Us and We do not hold anything on trust for them under this Policy.
- The Policyholder is not the Insurer, is not an Australian Financial Services Licensee for the purpose of this Master Policy, does not guarantee or hold the Policy or rights under it on trust for a Covered Person(s), does not act on Our behalf or that of a Covered Person(s) and is not authorised to and makes no recommendation in relation to this insurance.
- We may vary, terminate or not renew the Policy where permitted by law. We do not need a Covered Person's consent. It is the responsibility of the Policyholder to notify Covered Person(s) of any variation or termination of the Policy. Variation and termination does not affect the rights of Covered Person(s) that arose before these events occurred.
- You get access to the Policy if You meet the eligibility criteria and if You have activated the cover as confirmed in writing by the Policyholder.
- No claim is payable if the claimant was not a Covered Person at the time the Event occurred.
- No advice is provided by the Policyholder or Us on whether this insurance is appropriate for Your needs, financial situation or objectives. You are not obliged to accept any of the benefit of the cover. However, if You wish to make a claim under the appropriate cover provided in this Product Disclosure Statement, You will be bound by the definitions, terms and conditions, exclusions and claims procedures set out in this document.

2. General Insurance Code of Practice

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

3. The Meaning of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning (Definitions) and are outlined in this section. 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.

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

is caused by a sudden, accidental, external and identifiable event that happens by chance and could not have been expected by You (the accident) and results solely and directly from the accident and independently of all other causes; and

a) occurs as a result of an accident occurring during Your Period of Insurance; and

- b) results within twelve (12) months of the accident; and
- c) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- d) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

Activated means activation of cover by You under the Master Policy by successful registration of Your details on the Intermediary's website, and confirmation to Us of Your successful Registration by the Intermediary by way of a monthly declaration.

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

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

Covered Person(s) means a person who has a current PayPal Account with PayPal Australia Pty Ltd and has Activated their cover under this Policy, for which the Policyholder has paid a premium.

Cruise means travel or accommodation on a ship, sailing vessel (other than a private sailing vessel or a privately registered vessel), boat or river cruise (other than a day trip which do not involve over-night accommodation), which is owned and operated by a registered company, during all or part of Your Trip.

Doctor means Your attending doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than Your Relative.

End Date means twelve (12) months from the Issue Date.

Entertainment Tickets means tickets granting admission to theme parks, musicals, plays, theatre or drama performances, concerts and sports events.

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.

Excess means the amount set out as such in the Benefit Table in respect of each Event where You make a successful claim. The excess is the first amount of a claim which You must bear. We do not pay for this amount.

Home means Your usual place of residence in Australia.

Intermediary means Aon Risk Services Australia Limited ABN 17 000 434 720.

Issue Date means the date the cover is Activated for the Covered Person.

Natural Disaster(s) means extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornadoes), naturally occurring wildfires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned.

Overseas means anywhere outside Australia.

Partner means a Covered Person's husband or wife and includes a de-facto and/or life partner (including a same sex partner) with whom a Covered Person has continuously cohabitated for a period of three months or more.

PayPal Account means a registered PayPal account with PayPal Australia Pty Ltd in accordance with PayPal Australia Pty Ltd's User Agreement and kept in good standing.

Period of Insurance means, from the time You Activated until the End Date (twelve (12) months from the Issue Date).

Place of Business means Your usual place of business in Australia.

Policy means the insurance contract between the Policyholder and Us providing cover to You as outlined in this Product Disclosure Statement.

Policyholder means PayPal Pte Ltd, a company with offices at 5 Temasek Boulveard, #09-01 Suntec Tower Five, Singapore 038985.

Pre-Paid Cancellation Expenses means the prepaid, non-refundable and unused portion of expenses for Public Transportation, accommodation, Cruise activities and day excursions, Entertainment Tickets, training or conference events, excluding a travel agent's cancellation fee. Where frequent flyer points or similar rewards points have been used and the loss of such points cannot be recovered from any other source, Pre-Paid Cancellation Expenses shall include the retail cost of such points as at the time of booking.

Pre-existing Medical Condition means any physical defect, condition, illness or disease of the Covered Person for which:

- a) treatment, diagnosis, consultation, or advice (including advice for treatment) has been received in the twelve (12) month period immediately preceding the Issue Date; or
- b) treatment is planned and yet to be received;

and includes any condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date.

Public Transportation means any land, sea or air transportation operated under a license or government authority for the transportation of fare paying passengers, and which has fixed and established routes and /or schedules.

Product Disclosure Statement means this document, and any other document that We tell You forms part of the Policy.

Relative means Your 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.

Sickness means an illness or disease (contracted or manifested during the Period of Insurance) which requires immediate treatment by a Doctor and is not an Accidental Injury.

Specially Designated List means a list of specified names of persons, entities, groups and corporations 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.

Terminal Illness means any medical condition, which is likely to result in death and which has been diagnosed by a Doctor prior to the Issue Date.

Travel Documents means passports, travel tickets, visas, entry permits and other similar documents.

Trip(s) means trips booked during the Period of Insurance that contain Pre-Paid Cancellation Expenses for travel that is due to commence also during the Period of Insurance. Cover shall terminate:

- a) For Overseas Trips: from the time the Covered Person leaves their Home or Place of Business, whichever is left last, to proceed directly to their place of departure in Australia so as to commence travel to the intended Overseas destination;
- b) For domestic Trips in Australia: from the time the Covered Person leaves their Home or Place of Business, whichever is left last, to commence travel in Australia involving at least one (1) paid overnight stay.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

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

You, Your means a Covered Person.

4. Benefit Section

Eligibility Criteria

The Covered Person must:

- hold a PayPal Account when Your cover is Activated and at the time of making a claim; and
- be at least eighteen (18) years of age when Your cover is Activated; and
- be an Australian resident; or be on a skilled working visa (e.g. a 457 visa), but not a working holiday visa; or have a partner/spouse visa which allows You to stay in Australia for at least two (2) years; or have a New Zealand passport.

Trip(s) must have been originally purchased through Your PayPal Account, after the time that Your cover was Activated.

Geographical Cover

We will provide cover for Trip(s) Worldwide, excluding Cuba.

Period of Insurance

Period of Insurance means, from the time You Activated until the End Date (twelve (12) months from the Issue Date).

You may take an unlimited number of Trips during the Period of Insurance. Each Trip must be due to commence before the End Date of Your Period of Insurance.

If You make a Claim for a Trip during a Period of Insurance and that Claim is paid by Us, no further Claims can made for any Trips during that Period of Insurance.

Who will be covered

Only You, a Covered Person(s) who has an eligible PayPal Account and has Activated their cover under this Policy.

Benefit Table

A maximum of one (1) Claim will be paid during the Period of Insurance. The maximum sum insured payable during the Period of Insurance is limited to the amount shown in the Benefit Table below:

Pre-Trip Cancellation Cover	Maximum sum insured	Excess
Pre-Paid Cancellation Expenses	Up to \$500 per Covered Person per Period of Insurance. Only one (1)	Nil Excess
Cover for Your Pre-Paid Cancellation Expenses when it is necessary for You to cancel Your Trip in accordance with the requirements specified in the "What is Covered" section below.	Claim per Covered Person per Period of Insurance will be paid.	

Extent of Cover

- In this section We outline the full details for 'What is Covered', 'What We Will Pay', 'What is Not Covered' and 'Terms and Conditions'.
- Cover is only provided up to the maximum sum insured specified in the Benefit Table and subject to the terms conditions and exclusions of the Policy.

Pre-Trip Cancellation Cover				
What is Covered	 If, during the Period of Insurance and prior to the commencement of Your Trip, it is necessary to cancel Your Trip due to: 1. You being: a) rendered unfit to travel on the date Your Trip was due to commence, due to an Accidental Injury or Sickness in the opinion of a Doctor; or b) required for jury duty or subpoenaed to attend court in Australia during Your Period of Insurance; or c) quarantined; or d) required to sit unexpected exams in regard to studies undertaken during Your Period of Insurance; or a Covered Person's unexpected death; or Your Relative or Business Partner's unexpected death, Accidental Injury or Sickness which their Doctor certified as being life-threatening; or Your Home being uninhabitable following fire, storm, or flood occurring such that Your presence is required on the premises during Your Period of Insurance; or You being in the Australian armed services or emergency services and Your leave is revoked; or a Natural Disaster that has recently happened or is reasonably expected to happen either at the destination of Your Trip or at Your Home; or the Department of Foreign Affairs and Trade (DFAT) has issued a 'do not travel' or 'reconsider your need to travel' warning for the destination of Your Trip Overseas; any other unforeseen circumstance outside the control of the Covered Person which necessitates the cancellation of a Trip, and which is not otherwise excluded under the Policy. 			
What We Will Pay	We will pay or reimburse You the non-refundable and unused portion of Your Pre- Paid Cancellation Expenses up to the maximum sum insured specified in the Benefit table.			
What is Not Covered (exclusions)	 We will not pay for any claims arising directly or indirectly from: any change of plans or disinclination on Your part or that of any other person to travel (including due to Your nervous, anxiety or stress disorders unless certified by a Doctor); Your or Your Relative or Business Partner's, financial circumstances, contractual obligation or business obligation; the failure of Your travel agent to pass on monies to operators or to deliver promised services; 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. any loss or expense that was not originally purchased through Your PayPal Account; War, invasion, act of foreign enemy, Civil War, rebellion, revolution, insurrection, military or usurped power;; any nuclear reaction or contamination, ionising rays or radioactivity; any prohibition, regulation or intervention by government authorities; any loss or expenses with respect to a 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; 10. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, Public Transportation provider, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency Event or the Insolvency Event of any person, company or organisation they deal with; 11. illegal acts (or omissions) by You; 12. action taken by government authorities including confiscation, seizure, destruction and restriction; 13. Your intoxication by alcohol or drugs not prescribed by a Doctor; 14. Your travel booked or undertaken against the advice of any Doctor, or for the purpose of seeking medical attention, or after a Terminal Illness has been diagnosed; 15. Your Pre-existing Medical Condition; 16. Your childbirth or pregnancy, unless it is due to unexpected medical complications or caused by Accidental Injury or Sickness; 17. the transmission of any sexually transmittable disease or virus, other than where as a result of an Accidental Injury; 18. any errors or omissions in any booking arrangements by You, Your travel agent or any other person acting on Your behalf, including the failure to obtain the relevant Travel Documents for Your Trip; 19. consequential loss of any kind including loss of enjoyment or any financial loss not
	specifically covered in the Policy.
Terms and Conditions	This coverage is only effective if this <u>Product Disclosure Statement</u> was issued before You become aware of any circumstance which could lead to the cancellation of Your Trip.

Goods and Services Tax

Where You are a registered entity You may be entitled to an input tax credit for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under this Policy.

If We agree to pay a claim under this Policy, We will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant maximum sum insured). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for things covered by this Policy.

5. General Conditions

Australian Currency

All payments by You to Us and Us to You or someone else under this Product Disclosure Statement must be in Australian currency.

Claims

Making a claim is quick and easy; in 5 steps You can submit Your claim online by visiting <u>www.chubbclaims.com.au/tripprotection</u>

Processing and payment of claims

We must take all reasonable steps to pay a valid claim promptly. We will pay amounts under the Policy to the Covered Person.

Updating Our Product Disclosure Statement

We may update the information contained in Our <u>Product Disclosure Statement</u> when necessary. A paper copy of any updated information is available to You at no cost by calling Us.

6. Your Privacy

Chubb Insurance Australia Limited is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at <u>www.chubb.com/au</u>.

Personal Information Handling Practices

Collection, Use and Disclosure

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

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

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

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

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

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

Your Choices

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

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email <u>CustomerService.AUNZ@chubb.com</u>.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email <u>Privacy.AU@chubb.com</u>.

7. Complaints and Disputes Resolution

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

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001 O 1800 815 675 E <u>Complaints.AU@chubb.com</u>

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

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

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

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

Stage 2 – Internal Dispute Resolution Procedure

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

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

Internal Dispute Resolution Service Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001 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 the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 O 1800 931 678 (free call) F +61 3 9613 6399 E info@afca.org.au W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

8. Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a 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.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What You do not need to tell Us

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

If you do not tell us anything you are required to, 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.

9. Financial Claims Scheme

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 <u>www.apra.gov.au</u> or call the APRA hotline on 1300 558 849 for more information.

About Chubb in Australia

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 over 50 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

Contact Us

Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place Level 38, 225 George Street Sydney NSW 2000 O +61 2 9335 3200 F +61 2 9335 3411 www.chubb.com/au

Chubb. Insured.[™]

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