

Flight Delay Insurance

Product Disclosure Statement (PDS)

CHUBB®

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Flight Delay Insurance Product Disclosure Statement (PDS)



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
Phone: 1800 803 548
Email: travel.au@chubb.com

Contact information

Customer Services

Tel: 1800 803 548
Email: travel.au@chubb.com

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PDS Code 18PDSFDAU01

Welcome

Thank you for choosing **Chubb**.

This is **Your** Product Disclosure Statement (PDS) which, together with **Your Insurance Confirmation Email** and the information supplied when applying for this insurance, is a contract between **You** and **Us** and forms your **Policy**. Insurance cover provided under this **Policy** is underwritten by Chubb Insurance Australia Limited (**Chubb**).

The **Policy** pays a benefit, in accordance with this PDS, in the event that **Your Covered Flight** is cancelled, diverted or the **Actual Arrival Gate Time** is later than the scheduled arrival gate time by at least the delay period stated in **Your Insurance Confirmation Email**.

The **Policy** only applies and responds for the specified flight in **Your Insurance Confirmation Email**.

The **Policy** does not cover:

- **Your** failure to check-in on time for the **Covered Flight**;
- **Your** failure to arrive at the departure gate on time for the **Covered Flight**; or
- Refusal by the airline to accept **You** onto the **Covered Flight** for a reason within **Your** control.

You and **Chubb** agree that **You** shall pay the premium as agreed. The **Insurance Confirmation Email** and this PDS provide the full terms and conditions of the **Policy** of insurance with **Us**. **You** acknowledge that **We** have offered this **Policy** and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the **Policy** and/or a change in the premium.

You should check over the PDS and the **Insurance Confirmation Email** carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately if anything is incorrect, as this could affect **Policy** cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect **Policy** cover, even if **You** do not think a change is significant, and **We** may need to change this **Policy** and/or the amount of premium. **We** will update the **Policy** and issue a new **Insurance Confirmation Email** each time a change is agreed.

Important Information About This PDS

This document is a PDS and together with the **Insurance Confirmation Email** is **Your** insurance **Policy**. This PDS contains important information required under the Corporations Act 2001 (Cth) and has been prepared to assist **You** in understanding Flight Delay 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.

Flight Delay Insurance

Eligibility Criteria and Special Conditions

- **You** must be a resident in Australia, aged 18 or over and be in Australia at the time of purchasing the **Policy**.
- **You** must hold a **PayPal Account** when **You** purchase **Your Policy** and at the time of making a claim.
- You must purchase this Policy at least 3 days before the date of departure of **Your Covered Flight**.
- **You** must comply with the travel agent, tour operator and transport providers' contract terms including checking-in requirements and arriving at the departure gate on time.
- The **Covered Flight** must be a domestic flight within Australia or an international flight departing from an Australian airport.
- **You** must have purchased a ticket on the **Covered Flight**.

What is covered

If **Your Covered Flight** is cancelled, diverted or its **Actual Arrival Gate Time** is later than the scheduled arrival gate time in **Your Insurance Confirmation Email** by at least the delay period stated in the **Insurance Confirmation Email** for any cause outside of **Your** control **We** will pay the flight delay benefit stated in the **Insurance Confirmation Email**.

What is not covered

1. **We will not be liable to make any payment under this Policy where:**
 - a) **You** have not purchased a ticket for the flight detailed on **Your Insurance Confirmation Email**.
 - b) **You** have failed to arrive at the departure gate on time for the **Covered Flight**.
 - c) **You** have been denied boarding, or have been removed from a **Covered Flight**, by the airline or airport authorities for any reason within **Your** control.
2. **We will not pay for any Claim:**
 - a) where **You** have failed to meet minimum check-in requirements as shown on **Your** travel itinerary.
 - b) if **You** do not comply with the travel agent, tour operator or transport providers contract terms including checking-in requirements and arriving at the gate on time.

Sanctions exclusion:

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

Chubb Insurance Australia Ltd is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Ltd is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Claim Payments

For **Claims** payable under this **Policy** in respect of **Your Covered Flight**, **We** will:

- automatically but not immediately instruct payment of the benefit amount stated in **Your Insurance Confirmation Email**; and
- instruct payment of **Your Claim** within four (4) hours of **Your** scheduled arrival gate time.

We will validate whether **Your Covered Flight** has not reached the scheduled destination airport or has been delayed by using data from FlightStats, who are the leader in flight data services.

This payment will be made into the **PayPal Account** linked to the email address provided by **You** and on file at the time a **Claim** becomes payable.

We reserve the right to recover, and **You** agree to repay, any claim payment made by **Us** to **You** in the event that such claims payment should not have been made under the terms of this **Policy**.

General Conditions

Contract

This PDS, the **Insurance Confirmation Email** and any information provided in **Your** application will be read together as one contract, being your insurance **Policy**.

Australian Law and Currency

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.

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

Compliance with Policy requirements

You (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this **Policy** otherwise **We** may not pay any benefit under this **Policy**.

Fourteen (14) Day Money Back Guarantee - Cooling Off Period

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:

- the request is received within 72 hours prior to, or at any time after, the scheduled departure time and date of **Your Covered Flight in Your Insurance Confirmation Email**; or
- **You** have made or **You** are entitled to make a claim during this period.

Please contact **Us** (Tel: 1800 803 548, Email: travel.au@chubb.com) should you have any queries regarding **Your** cooling off rights.

Cancelling Your Policy

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

1. breached the Duty of Disclosure;
2. breached a provision of **Your Policy**;
3. made a fraudulent claim under any policy of insurance.

If **We** cancel, **We** will refund the premium for **Your Policy** less any reasonable administrative costs.

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

Premium

We take a number of factors into account when calculating **Your** premium which could include but not limited to flight delay data and weather data for the route **You** have chosen and other information **You** provide to **Us** when applying for this insurance.

Factors that increase the risk to **Us** generally increase the premium (e.g. high frequency of previous flight delays on a route) and those that lower the risk reduce premium payable (e.g. low frequency of previous flight delays on a route).

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.

Significant Tax Implications

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

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**.

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 other things covered by this **Policy**.

Duty of Disclosure

Your Duty of Disclosure

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, or reinstatement (as applicable).

Answering Our questions

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

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.

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 tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **You** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

Interest

No claim or premium refund payable by **Us** under this **Policy** shall carry interest unless payment into **Your PayPal Account** has been unreasonably delayed by **Us**.

Bank/PayPal Charges

We shall not be liable for any charges applied by **Your** bank, **PayPal Account** or other account for any transactions made in relation to a **Claim**.

Privacy Statement

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

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.

How We obtain Your Personal Information

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?

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

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

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.

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: CustomerService.AUNZ@chubb.com
Fax: +61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

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

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 however 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 below-mentioned 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

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 803 548
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.

We will also keep **You** informed about the progress of **Our** response at least every 10 business days, unless **You** agree otherwise. If **We** cannot agree, **You** may request **Us** to treat **Your** complaint as a Stage 2 complaint and refer it to **Our** internal dispute resolution team.

Stage 2 – 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, as they are independent from **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 **Us** 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 10 business days and will respond to **Your** dispute with a written letter within 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 Financial Ombudsman Service Australia (FOS) as detailed below.

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 45 days, **You** may refer **Your** complaint or dispute to FOS.

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 Limited
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
F +61 3 9613 6399
E info@fos.org.au
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**.

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 <https://www.fcs.gov.au> for more information.

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 www.codeofpractice.com.au and on request.

General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the **Policy** and **Insurance Confirmation Email** in bold type and starting with a capital letter.

Actual Arrival Gate Time

The time the aircraft arrives at its scheduled destination airport's arrival gate, including the time it takes to taxi to the gate.

Chubb

Chubb Insurance Australia Limited (ABN: 23 001 642 020, AFS Licence Number: 239687), the insurer of the Policy.

Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this **Policy**.

Covered Flight

The scheduled flight listed in the **Insurance Confirmation Email** for which **You** have a valid ticket.

Due To

Directly or indirectly caused by, arising or resulting from, or in connection with.

Insurance Confirmation Email

The email document confirming the purchase of flight delay insurance sent to **You** by United Networks on **Our** behalf. In the event that **Your** flight is rescheduled by **Your** airline **We** will send you an updated confirmation email.

PayPal Account

A registered PayPal account with PayPal Australia Pty Ltd in accordance with PayPal Australia Pty Ltd's User Agreement and kept in good standing

Policy

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

United Networks

United Lifestyle Group Networks Pty Ltd (ABN 35 139 763 830, Authorised Representative Number 1265961), Chubb's Authorised Representative who distributes the Policy.

We, Us, Our, Ourselves

Chubb Insurance Australia Limited (**Chubb**) (ABN: 23 001 642 020, AFS Licence Number: 239687), the insurer of the Policy.

You, Your

The person named in the **Insurance Confirmation Email** who has elected to participate in this insurance and who has paid the premium.

About Chubb in Australia

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 almost 100 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

Contact Us

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