

# Pre-Trip Cancellation Cover

Group Policy Wording

CHUBB®

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# Pre-Trip Cancellation Cover

## Group Policy Wording

### Important Information

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#### About this Group Policy Wording

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The Group Policy Wording is underwritten and issued by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) (Chubb). In this Group Policy Wording, “We”, “Us”, “Our” means Chubb Insurance Australia Limited.

Please read the Group Policy Wording carefully and do not hesitate to contact Us should You wish to comment on any aspect of Our service to You.

This Group Policy Wording explains the nature of the insurance arrangement and its relevant benefits and risks.

There is no obligation to accept any of the benefits of this cover. However, if You wish to make a Claim under the cover provided in the Group Policy Wording, You will be bound by the definitions, terms, conditions, exclusions and Claims procedures set out in this document.

We may vary, terminate or not renew the Group Policy Wording where permitted by law. We do not need Your consent. It is the responsibility of LayAway Travel Australia Pty Ltd (ABN 73 604 105 740) (**LayAway Travel**) to notify You of any variation or termination of the Group Policy Wording. Variation and termination does not affect the rights of Covered Person(s) that arose before these events occurred.

Once LayAway Travel has agreed to pay the Premium for the Group Policy, We provide You with cover under the Group Policy Wording on the terms set out in this Group Policy Wording and Coverage Summary.

#### Group Policy with Chubb

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LayAway Travel holds a group policy (Chubb reference number 09LAYAWY01 the “Group Policy”) with Us.

Under the Group Policy, You get access to the benefits detailed in this Group Policy Wording (subject to the terms and conditions specified) provided by Us as the insurer where You have met the eligibility criteria below. You are not charged by Us or LayAway Travel for these benefits and can access the benefits.

## Section 48 of the Insurance Contracts Act

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Access to this Group Policy Wording is provided to You solely by reason of the statutory operation of section 48 of the Insurance Contracts Act. You are not a contracting insured (i.e. You cannot vary or cancel the cover – only LayAway Travel can do this). LayAway Travel is not the insurer, does not guarantee or hold this right on trust for You.

## Relationships between Chubb, LayAway Travel and Covered Persons

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Chubb has agreed with LayAway Travel to provide insurance for the Benefit of Covered Persons pursuant to the Group Policy and as outlined in this Group Policy Wording.

No advice is provided by Us or LayAway Travel on whether this insurance is appropriate for a person's particular needs, financial situation or objectives. Before making a Claim under the Group Policy, please read the Group Policy Wording carefully.

Nothing in this Group Policy Wording should be taken to affect the existing relationship between LayAway Travel and You.

For full details on making a claim, refer to the “How to Make a Claim” section of this Group Policy Wording. For details on how information is collected and used by Chubb and LayAway Travel, please see Chubb’s Privacy Statement within this Group Policy Wording and on the claim form, and LayAway Travel’s Privacy Policy located at <https://www.pickpayplay.com/privacy-policy>.

## General Advice

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Any general advice that may be contained within this Group Policy Wording or accompanying material does not take into account the Covered Person’s individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate for Your needs.

## Preparation Date

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This Group Policy Wording was prepared on 27 February 2019.

## About the Insurer

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Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of the Group Policy. This Group Policy Wording outlines the cover available under the Group Policy for Covered Persons. Our contact details are:

Head Office: Grosvenor Place Level 38, 225 George Street  
Sydney NSW 2000  
Postal address: GPO Box 4907 Sydney NSW 2001  
O 1800 803 548  
E [travel.au@chubb.com](mailto:travel.au@chubb.com)

## General Insurance Code of Practice

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

## The Meaning of Certain Words

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Throughout the Group Policy Wording, certain words are capitalised. These words have special meaning and are included in the General Definitions.

## Paragraph Headings

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The paragraph headings used throughout this Group Policy Wording are intended for reference purposes only and do not inform interpretation.

## Cover Terms and Conditions

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The information contained in the Group Policy Wording is general information only and contains the terms, conditions and exclusions relating to the insurance cover to be provided by Us.

The Group Policy Wording, which includes the Coverage Summary, are important documents, so please check them carefully for the coverage they provide and retain them safely for future reference. Certain types of cover under this insurance require a Covered Person to provide documentary evidence to Us where a Claim is made (e.g. invoices, medical reports). You should also 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 Us.

## A Claim May be Refused

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We may refuse to pay or reduce the amount We pay under a Claim if You do not comply with the terms and conditions outlined in this Group Policy Wording, if You do not comply with Your Duty of Disclosure, or if You make a fraudulent Claim.

## Duty of Disclosure

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### Your Duty of Disclosure

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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

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You do not need to tell Us anything that:

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

### If You do not tell Us something

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If You do not tell Us anything You are required to tell Us, We may cancel your contract or reduce the amount We will pay You if You make a Claim, or both.

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

## Privacy Statement

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

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

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

### Why We collect Your Personal Information

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The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

### How We obtain Your Personal Information

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

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

### When do We disclose Your Personal Information?

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We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if You would like a full list of the countries in which these third parties are located.

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

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

### Your Consent

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

## Access to and correction of Your Personal Information

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

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

Chubb Insurance Australia Limited:

Email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax + 61 2 9335 3467

Address GPO Box 4907 Sydney NSW 2001

## How to Make a Complaint

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If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

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

## How to Make a Claim

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Please first read the relevant section of this Group Policy Wording and general terms and conditions to determine what is covered, noting particularly conditions and exclusions and/or requests for specific data relating to making a Claim.

Making a claim is quick and easy; in 5 steps You can submit Your claim online by visiting [www.chubbclaims.com.au](http://www.chubbclaims.com.au)

Alternatively, a Claimant can contact the Chubb claims team during business hours Monday to Friday on 1800 803 548.

Claimants should keep any receipts and any other supporting documentation that will assist in processing their Claims.

If a Claimant fails to comply with the terms and conditions of this Group Policy Wording, We may be entitled to refuse to pay or reduce the Claim that may be payable.

A Claimant's failure to notify Us within the thirty (30) days, or as soon as reasonably practical, required in this section of the Group Policy Wording will not invalidate any claim but We may reduce Our liability under the Group Policy Wording to the extent to which We have suffered any prejudice due to such failure. Benefits will be payable upon receipt of written proof, as required by Us, of the legitimate covered loss. In settling a Claim, We will pay any amount of money into a nominated bank account and advise the Claimant when this has been done.

You should keep copies of all documents that You send to Us.

We may at Our own expense have any Claimant, who is the subject of a Claim under the Policy, medically examined from time to time.

All information and evidence required by Us will be provided to Us at the Claimant's or the Claimant's personal representative's expense, in a form We may prescribe.

We will make payments within thirty (30) days of receipt from the Claimant of all requested and necessary Claim documentation, if the Claimant is entitled to receive reimbursement.

## Complaints and Dispute Resolution

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We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Please note that if We have resolved Your initial complaint to Your satisfaction by the end of the 5th business day after We have received it, and You have not requested that We provide You a response in writing, the following complaint handling and internal dispute resolution process does not apply.

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

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If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Us at:

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

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

Please provide Us with Your Claim or Policy number (if applicable) and as much information as You can about the reason for Your complaint. We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team.

We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

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

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

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

Internal Dispute Resolution Service Chubb Insurance  
Australia Limited GPO Box 4065  
Sydney NSW 2001  
O +61 2 9335 3200  
F +61 2 9335 3411  
E DisputeResolution.AU@chubb.com

Please provide Us with Your Claim or Policy number (if applicable) and as much information as You can about the reason for Your dispute.

We will keep You informed of the progress of Our review of Your dispute at least every ten (10) business days and will respond to Your dispute in writing within fifteen (15) business days, provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames. If We cannot agree, You may refer Your dispute to 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

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If You are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to 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:

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](mailto:info@afca.org.au)  
W [www.afca.org.au](http://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.

## Financial Claims Scheme

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We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act. In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Group 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 [www.fcs.gov.au](http://www.fcs.gov.au) for more information.

## Benefit section

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Subject to the terms, conditions, eligibility criteria and exclusions of the Group Policy Wording, the following cover is provided:

Cover under the Group Policy Wording is available to Covered Persons who have an Eligible Booking with LayAway Travel during the Cover Period only. There is no cover provided under the Group Policy Wording for the Covered Person at any other time.

If a Claim is made by You on an Eligible Booking and paid by Us, no further Claims can be made for that Eligible Booking.

### Eligibility Criteria

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In order to access the benefits of the Group Policy:

1. one (1) of the Covered Persons on the Eligible Booking must be eighteen (18) years of age or over at the Purchase Date; and
2. all Covered Persons on the Eligible Booking must be under sixty five (65) years of age at the Purchase Date and:
  - a) be an Australian resident; or
  - b) be on a skilled working visa (e.g. a temporary skills shortage visa), but not a working holiday visa; or
  - c) have a partner/spouse visa which allows You to stay in Australia for at least two (2) years; or
  - d) have a New Zealand passport.

### Extent of Cover

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If during the Cover Period it is necessary to cancel Your Eligible Booking due to an Unforeseen Event outlined below, We will pay or reimburse You the Pre-Paid Cancellation Expenses from Your Eligible Booking up to the maximum sum insured specified in the Benefit Table.

### Unforeseen Event

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1. You being:
  - a) rendered unfit to travel during the period of Your Eligible Booking in the opinion of a Doctor due to an Accidental Injury or Sickness; or
  - b) required for jury duty or subpoenaed to attend court in Australia during the period of Your Eligible Booking; or
  - c) quarantined during the period of Your Eligible Booking; or
2. a Covered Person's unexpected death during the Cover Period; or
3. Your Relative or Business Partner's unexpected death, Accidental Injury or Sickness which their Doctor certified as being life-threatening during the Cover Period; or
4. Your Home being uninhabitable following fire, storm, or flood occurring such that Your presence is required on the premises during the period of Your Eligible Booking; or
5. You being in the Australian armed services or emergency services and Your leave during the period of Your Eligible Booking is revoked; or
6. the Department of Foreign Affairs and Trade (DFAT) has issued a 'do not travel' warning for the destination of Your Eligible Booking Overseas during Your Cover Period.

## Benefit Table

The maximum sum insured payable during the Period of Insurance is limited to the amount shown in the Benefit Table below:

Cover	Maximum sum insured
Cover for Pre-Paid Cancellation Expenses as outlined in the Extent of Cover due to an unforeseen Event as above.	Up to \$10,000

## General Definitions

The following words when used in capital letters in this Group Policy Wording have the meaning given below:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

**Accidental Injury** means a bodily injury resulting from an Accident, which:

- a) is not a Sickness except a condition directly resulting from medical or surgical treatment rendered necessary by the Accident;
- b) results solely and directly from the Accident and independently of all other causes;
- c) occurs as a result of an Accident occurring during Your Period of Insurance;
- d) results within twelve (12) months of the Accident; and
- e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an Accident.

**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.

**Claim** means a request by a Covered Person or any other person for any of the entitlements and benefits under the Group Policy Wording.

**Cover Period** means the period between the Purchase Date and the End Date, both of which are shown on Your Coverage Summary. The Cover Period must be within the Period of Insurance.

**Coverage Summary** means the document provided to You which contains details of the cover provided to You by Us under the Group Policy including the Purchase Date and the End Date.

**Covered Person(s)** means a person(s) who:

- a) is named on an Eligible Booking with LayAway Travel with respect to whom Premium has been paid or agreed to be paid by LayAway Travel; and
- b) is legally entitled to claim under the Group Policy Wording by reason of the operation of Section 48 of the Insurance Contracts Act and on no other basis.

A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with LayAway Travel who is the Group Policyholder.

**Doctor** means a legally licensed doctor or surgeon duly registered and practicing within the scope of their license pursuant to the laws of Australia. Doctor shall not include a Covered Person or any of the Covered Person's relatives unless otherwise approved by Us.

**Eligible Booking** means a return travel booking with LayAway Travel for which the Covered Person has paid the required deposit and has commenced the payment plan. Travel on an Eligible Booking begins on the Travel Commencement Date and ends on the final day of paid travel on Your Eligible Booking.

**End Date** means the earlier of the Travel Commencement Date or twelve (12) months from the Purchase Date, as outlined in Your Coverage Summary

**Endorsement** means a written alteration to the terms of the Policy.

**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 the Group Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

**Group Policy** means the group policy entered into between Us and the Group Policyholder under which We are the insurer and which specifically incorporates the master terms in writing.

**Group Policy Wording** means this document, the Coverage Summary and any other documents We may issue to LayAway Travel that We advise will form part of the Group Policy Wording (e.g. Endorsements).

**Group Policyholder** means LayAway Travel Australia Pty Ltd (ABN 73 604 105 740), the contracting insured whom We enter into the Group Policy, which is authorised to use the "PLAY" brand.

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

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

**Insurance Contracts Act** means the *Insurance Contracts Act 1984* (Cth) as amended from time to time.

**Jurisdiction** means the jurisdiction of Australia and, where the context requires, the courts of New South Wales, Australia.

**LayAway Travel** means the Group Policyholder, being LayAway Travel Australia Pty Ltd (ABN 73 604 105 740), which is authorised to use the "PLAY" brand.

**Overseas** means anywhere outside Australia.

**Partner** means a Covered Person's husband or wife and includes a de-facto partner with whom a Covered Person has continuously cohabitated for a period of three months or more.

**Period of Insurance** means the Group Policy Period as shown in the Group Policy or such shorter time if the Group Policy is terminated and for which cover applies under the Group Policy. You have access to the benefits of the Group Policy during Your Cover Period, which must be within the Period of Insurance.

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

**Pre-Existing Medical Condition** means:

- a) any physical or mental defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor in the twelve (12) months immediately prior to the Purchase Date; or

- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to the Purchase Date.

**Pre-Paid Cancellation Expenses** means the pre-paid, non-refundable and unused portion of expenses paid by LayAway Travel on Your behalf as part of an Eligible Booking for Public Transportation, accommodation, cruise activities and day excursions, Entertainment Tickets, training or conference events. Pre-Paid Cancellation Expenses do not include a travel agent's cancellation fee.

**Premium** means the premium as advised by Us that is payable in respect of the Group Policy by LayAway Travel. Covered Persons do not pay the Premium.

**Purchase Date** means the date on which a Covered Person purchased the Eligible Booking from LayAway Travel as confirmed to Us by LayAway Travel. The Purchase Date is outlined in the Coverage Summary.

**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.

**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 Cover Period) which requires immediate treatment by a Doctor and is not an Accidental Injury.

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

**Travel Commencement Date** means:

- a) for an Eligible Booking to an Overseas location: 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 of the Eligible Booking;
- b) for an Eligible Booking to a domestic location in Australia: from the time the Covered Person leaves their Home or Place of Business, whichever is left last, to commence travel in Australia to the intended Australian destination of the Eligible Booking.

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

**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 Chubb Insurance Australia Limited (ABN 23 001 642 020) who is the insurer/issuer of the Group Policy.

**You/Your** means a Covered Person.

Other documents issued by Us to LayAway Travel that form the Policy may also contain general or specific definitions.

## General Conditions Applicable to this Group Policy Wording

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1. The benefits under this Group Policy Wording are only effective if the Purchase Date was before You become aware of any circumstance which could lead to the cancellation of Your Eligible Booking.
2. All benefits paid under this Policy shall be payable to the relevant Covered Person, unless otherwise specified in the Group Policy.
3. All payments by You to Us and Us to You or someone else under this Group Policy Wording must be in Australian currency.
4. The Covered Person must not agree to limit or exclude any right of recovery the Covered Person may have against a third party for loss, damage or liability that is or may be subject to a Claim. The Covered Person agrees that We have the right to pursue the Covered Person's rights of recovery against a third party (where permitted by law) for loss, damage or liability that is or is likely to be subject of a Claim under this cover and the Covered Person must do everything reasonably necessary to assist Us to do so.
5. The Covered Person must use all reasonable means to avoid future loss (including an Accident) that impacts any of the entitlements and benefits of the subject Claim or any potential Claim.
6. In any action, suit or other proceedings where We allege that loss is not covered by this Group Policy Wording by reason of any exclusion which may be applicable, the burden of proving that such loss or damage is covered shall be on the Covered Person.

## General Provisions Applicable to this Group Policy Wording

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### Intentional concealment, misrepresentation or fraud

---

In the event of fraud or embezzlement by a Covered Person with respect to the subject matter of the cover or where a Covered Person intentionally conceals or misrepresents a material fact concerning:

- a) the requirements set out in this Group Policy Wording; or
- b) a Claim made,

this will void the coverage afforded to the Covered Person under the Group Policy.

### Cancellation rights and Termination Date

---

We and LayAway Travel may terminate the Policy in accordance with the provisions of the contract between Us and LayAway Travel (master terms). LayAway Travel will notify You of the date of such termination (Termination Date). All insurance cover will cease on the Termination Date.

In relation to the Termination Date, cover will terminate at 4:00pm Australian Eastern Standard Time on the earlier of the following:

- the last day of the Period of Insurance; or
- the date the Group Policy is terminated by LayAway Travel or Us.

### Updating the Group Policy Wording

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This document replaces and supersedes any documents that have been previously issued or details of terms of cover for the Group Policy provided prior to the preparation date on the front page of this Group Policy Wording.

Information in this document may be updated where necessary and the cover provided is subject to any Endorsements and/or amendments to the Group Policy Wording from time-to-time. A copy of any updated information is available to You at no cost by visiting the website at <https://pickpayplay.com/pre-trip-insurance-policy-wording>

We will issue a new document or a supplementary document to LayAway Travel to advise of a change to the existing Group Policy Wording or to make any necessary corrections.

#### Conformance to statute

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If any of this Group Policy Wording are or become in conflict with the applicable statutes of the Jurisdiction then these terms shall be deemed to be amended to conform to the minimum standards of that statute.

#### Legal proceedings restricted

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No Covered Person may bring a legal action against Us with respect to the coverage provided under the Group Policy unless there has been full compliance with all of this Group Policy Wording by the Covered Person and LayAway Travel.

#### Policy territory

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Where legally permissible, the cover provided to Covered Persons under the Group Policy will respond to a Claim in Australia.

#### Transfer of Covered Person's rights against others

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In the event that Chubb makes a payment to a Covered Person pursuant to the cover provided by this Group Policy Wording, the Covered Person agrees to transfer to Us such rights of recovery they may have had for the loss from another person or entity to the extent of our payment and a Covered Person shall do nothing after a loss to impair those rights.

#### Interpretation

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In this Group Policy Wording, unless the context otherwise requires:

- a) the singular includes the plural and the plural includes the singular;
- b) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- c) references to an amount of money are references to that amount in Australian dollars; and
- d) headings are included for reference purposes only and do not form part of the Policy for interpretation;
- e) the male includes the female and neuter;
- f) capitalised words in both have special meaning and are defined; and
- g) references to positions, offices or titles shall include their equivalents in any Jurisdiction in which a loss occurs.

#### Goods and Services Tax

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Where You are a registered entity You may be entitled to an input tax credit for things covered by this Group Policy Wording. You must disclose these entitlements to Us if You make a Claim under the Group Policy Wording. If We agree to pay a Claim under the Group Policy Wording, We will base any Claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant policy limit).

However, We will reduce any Claim payment by an input tax credit You are, or would be, entitled to for the Benefits covered by this Group Policy Wording.

#### Assistance and Co-operation

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LayAway Travel and Covered Persons shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to LayAway Travel and/or Covered Persons because of Accidental Injury or Sickness with respect to which insurance is afforded under the Group Policy Wording. In that regard, LayAway Travel and Covered Persons (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. LayAway Travel or Covered Persons shall not, except at LayAway Travel's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

## Due Diligence

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LayAway Travel and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Group Policy Wording.

## Proper Law

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Any dispute arising under the Group Policy Wording or concerning its formation shall be governed by the laws of the Jurisdiction. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Jurisdiction and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

## Subrogation

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If Chubb shall make any payment or otherwise make good any loss applying under this Policy, We shall be subrogated to all the rights of recovery against any other person or persons and the Claimant shall complete, sign and deliver any documents necessary to secure such rights. The Claimant should not take any action following a loss to prejudice such rights of subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.

## Delays not within Our control

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Chubb claims (contactable on 1800 803 548, Monday to Friday during business hours) will use all available means to provide all assistance services as detailed in this Group Policy Wording. However, Chubb cannot be held responsible for non-execution or delays resulting from any cause or event not reasonably within its control, including but not limited to natural catastrophes, war, military act of foreign nations, revolution, civil strikes, lockouts or other labour disturbance or the refusal of authorities to permit the provision of such services, acts of terrorism, radioactivity effects, and all acts of God making impossible the execution of the assistance referenced in this Group Policy Wording.

## Notification

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Chubb will not reimburse costs relating to Events that it was not contacted about in accordance with this Group Policy Wording.

## Transfer of Interest

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No interest in this Group Policy Wording may be transferred without Our written consent.

## General Exclusions Applicable to this Group Policy Wording

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We will not cover losses under any sections of this Group Policy Wording which arise directly or indirectly from:

1. any change of plans or disinclination on Your part, or that of any other person on the Eligible Booking, to travel (unless it is due to a condition that has been diagnosed and certified by a Doctor, and the condition is not a Pre-Existing Medical Condition);
2. Your or Your Relative or Business Partner's, financial circumstances, contractual obligation or business obligation;
3. 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.
4. any loss or expense that was not originally purchased through Your Eligible Booking;

5. War, invasion, act of foreign enemy, Civil War, rebellion, revolution, insurrection, military or usurped power;
6. any nuclear reaction or contamination, ionising rays or radioactivity;
7. any prohibition, regulation or intervention by government authorities;
8. the refusal, failure or inability of any person, company or organisation, including but not limited to, LayAway Travel, 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;
9. illegal acts (or omissions) by You;
10. action taken by government authorities including confiscation, seizure, destruction and restriction;
11. Your intoxication by alcohol or drugs not prescribed by a Doctor;
12. 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;
13. Your Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Accidental Injury or Sickness);
14. Your childbirth or pregnancy, unless it is due to unexpected medical complications or caused by Accidental Injury or Sickness;
15. the transmission of any sexually transmittable disease or virus, other than where as a result of an Accidental Injury or Sickness;
16. 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 Eligible Booking;
17. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
18. any intentional self-injury or suicide committed by a Covered Person; and
19. dishonest, fraudulent, criminal, illegal, malicious or intentional act, reckless misconduct, error or omission, or any intentional or knowing violation of the law by LayAway Travel or the Covered Person.

#### Sanctions Clause and Exclusion

This Policy 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 is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and Australian 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.

