

Uber Personal Accident

Group Policy Wording

CHUBB®

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Uber Personal Accident

Group Policy Wording



Important Information

About this Group Policy Wording

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 Rasier Pacific Pty Ltd, Portier Pacific Pty Ltd and Uber Pacific Pty Ltd (collectively **Uber**), 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 Uber 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

Uber holds a group policy (Chubb reference number 09PO533839 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 Uber for these Benefits and can access the Benefits.

Section 48 of the Insurance Contracts Act

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 1984 (Cth). You are not a contracting insured (i.e. You cannot vary or cancel the cover – only Uber can do this). Uber is not the insurer, does not guarantee or hold this right on trust for You.

Relationships between Chubb, Uber and Covered Persons

Chubb has agreed with Uber 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 Uber 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 Uber and You.

Uber assists Covered Persons and Chubb following an occurrence that may give rise to a Claim under the Group Policy Wording. Following an occurrence, Covered Persons register the occurrence via the Uber App. 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 Uber, please see Chubb's Privacy Statement within this Group Policy Wording and on the claim form, and Uber's Privacy Policy located at <https://privacy.uber.com/policy/>

General Advice

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

This Group Policy Wording was prepared on 18 December 2020.

About the Insurer

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
Phone 1800 815 675
Fax +61 2 9335 3411
Email CustomerService.AUNZ@chubb.com

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.

The Meaning of Certain Words

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

Paragraph Headings

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

Cover Terms and Conditions

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

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

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, reinstatement or renewal (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.

Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

What You do not need to tell Us

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 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

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](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the Privacy Act 1988 (Cth) and the Australian Privacy Principles (**APPs**), as amended or time-to-time.

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 and research, in relation to new products, services or information that may be of interest to You.

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:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);

- 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); and
- 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.

In the circumstances where We disclose Your 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 decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

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

Privacy.AU@chubb.com

How to Make a Claim

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.

In the event of an Accident causing Bodily Injury to a Covered Person, the Covered Person must promptly obtain and follow medical advice from a Doctor and obtain a certificate confirming the nature of the Bodily Injury.

All incidents should be reported to Uber via the Uber App Help section. Chubb and/or Uber will gather the details of each incident and, in the case of Uber, report it directly to Chubb.

Alternatively, a Claimant can contact the Chubb claims team during business hours Monday to Friday on 1300 722 032. Claimants should keep any receipts and any other supporting documentation that will assist in processing their Claims.

Once Chubb receives notification of a Claim, We will contact the Claimant to advise what information is required, such as:

- (a) confirm the details of the incident from the Claimant;
- (b) complete a claim form if We request it; and
- (c) provide any other information or help which We request to support the Claim.

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

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 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

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.

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.

Coverage

Scope of Cover

In respect of each individual Covered Person, cover under the Group Policy Wording either:

1. starts at the time a Delivery Partner accepts a request for delivery services from a third party through the Uber App, and ends fifteen (15) minutes after the completion of the delivery service (being when the customer's order is delivered), or when the request for the delivery service is cancelled, whichever is earlier; or
2. starts at the time a Driver Partner accepts a request for transportation services from a third party through the Uber App, and ends fifteen (15) minutes after the completion of the transportation service (being when the last passenger leaves the Driver Partner's Car), or when the request for the transportation service is cancelled, whichever is earlier.

There is no cover provided under the Group Policy Wording for the Covered Person at any other time, including between the delivery services or the transportation services.

There is also no cover provided under the Group Policy Wording for the Covered Person should they accept a request for delivery services or transportation services through an application or dispatcher other than the Uber App during the fifteen (15) minute period referred to above; except for where the Covered Person has also accepted a request for delivery services or transportation services through the Uber App.

Extent of Cover

Subject to the terms, conditions and exclusions of the Group Policy Wording, including the Scope of Cover above, the following cover is provided:

Bodily Injury

If during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Part A, B or C within twelve (12) months, We will pay the Claimant the corresponding Benefit shown on the Table of Events.

Table of Events

Part A - Accidental Death & Disability	
Events	Benefits (per Covered Person)
1. Accidental Death	500,000
2. Permanent Total Disablement	500,000
3. Paraplegia or Quadriplegia	400,000
4. Loss of sight of both eyes	400,000
5. Loss of sight of one (1) eye	400,000
6. Loss of use of one (1) or more Limbs	400,000
7. Permanent Serious Mental Illness	400,000
8. Permanent Loss of	
(a) hearing in both ears	400,000
(b) the lens in both eyes	400,000

9.	Permanent Loss of	
	(a) hearing in one (1) ear	120,000
	(b) the lens in one (1) eye	240,000
10.	Permanent Loss of use of four (4) Fingers and Thumb of either Hand	320,000
11.	Burns:	
	(a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	200,000
	(b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	100,000
12.	Permanent Loss of use of four (4) Fingers of either Hand	200,000
13.	Permanent Loss of use of one (1) Thumb of either Hand:	
	(a) both joints	160,000
	(b) one (1) joint	80,000
14.	Permanent Loss of use of Fingers of either Hand:	
	(a) three (3) joints	60,000
	(b) two (2) joints	40,000
	(c) one (1) joint	20,000
15.	Permanent Loss of use of Toes of either Foot:	
	(a) all - one (1) Foot	60,000
	(b) great - both joints	20,000
	(c) great - one (1) joint	12,000
	(d) other than great - each Toe	4,000
16.	Fractured leg or patella with established Non-union	40,000
17.	Shortening of leg by at least 5 cm	30,000
18.	Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	6,500
19.	Permanent Partial Disablement	Such percentage of the lump Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by a Doctor (subject to General Condition 5 on page 20). The maximum amount We will pay is \$300,000.

Part B - Fractured Bones

Events	Benefits (per Covered Person)
20. Neck, skull or spine:	
a) Complex Fracture	2,000
b) Simple Fracture	600
21. Hip (Complex Fracture or Simple Fracture)	1,500
22. Jaw, pelvis, leg, ankle or knee:	
a) Complex Fracture	1,000
b) Simple Fracture	400
23. Cheekbone or shoulder:	
a) Complex Fracture	1,000
b) Simple Fracture	600
24. Arm, elbow, wrist or ribs:	
a) Complex Fracture	500
b) Simple Fracture	200
25. Nose or collarbone (Complex Fracture or Simple Fracture)	400
26. Finger, Thumb, Foot, Hand or Toe (Complex Fracture or Simple Fracture)	150

The maximum amount We will pay for all Benefits under Part B – Fractured Bones that arise from the same Bodily Injury shall be the amount shown on the Schedule against Part B - Fractured Bones.

In the case of an established Non-union of any fracture covered in Part B, then in addition to the amount payable, We will also pay an additional Benefit of \$100.

Part C – Bodily Injury

Events	Benefits (per Covered Person)
27. Temporary Total Disablement	From the date of Temporary Total Disablement and while the Temporary Total Disablement persists, We will pay \$150 per day up to the maximum Benefit Period of thirty (30) days and a maximum Benefit of \$4,500.

Additional Benefits

Subject to the Scope of Cover above, the following Additional Benefits are also available:

Bodily Injury – Recovery Assessment Benefit

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in their Temporary Total Disablement for a period more than seven (7) consecutive days, then We will pay the cost of a consultation with a Rehabilitation Consultant that We arrange for the purpose of:

- a) undertaking a functional assessment which can be used to provide the Covered Person with a treatment plan or recommendations and/or advice to assist with their recovery; and
- b) determining the extent of the Temporary Total Disablement.

We will pay the Rehabilitation Consultant directly up to a maximum of \$750 where the Covered Person uses this benefit.

Incidental costs such as travel to and from the Rehabilitation Consultant are not covered by Us except as provided under the Out of Pocket Expenses Additional Benefit.

Bodily Injury – Income Supplement Benefit

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in them being admitted into a hospital within five (5) days of the Bodily Injury, then We will pay the Covered Person a lump sum Benefit of \$1,500 for the inconvenience which may be experienced by the Covered Person as a result of temporarily foregoing an opportunity to provide delivery services and/or transportation services.

Funeral Expenses

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months, We will pay the Covered Person's estate a lump sum Benefit of \$15,000 which can be used to assist with the Covered Person's funeral, burial or cremation and/or transporting the Covered Person's body or ashes.

Spouse/Partner and Dependent Child Supplement

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months and is survived by a Spouse/Partner and/or Dependent Child(ren), We will pay the Covered Person's estate a lump sum Benefit of \$25,000 for each surviving Spouse/Partner and/or Dependent Child subject to a maximum Benefit with respect to any one (1) Covered Person of \$75,000.

Out of Pocket Expenses

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses (other than expenses associated with the Covered Person's Car, Motorcycle or Bicycle or their accessories) within three (3) months for Bodily Injury Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, assessment or advice, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum amount of \$5,000, provided that those costs are not:

1. insured elsewhere under this Group Policy Wording, or
2. an expense which would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

Childcare Benefit

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury for which a Benefit is paid under Events 2 to 8 within twelve (12) months, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount of \$5,000, but only in respect of additional costs that would not otherwise have been incurred.

Assault Benefit

If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury as a result of an unprovoked assault that leads to the Covered Person lodging a report to the police within three (3) months and a criminal charge(s) is subsequently pressed against the perpetrator of the assault, then We will pay the Covered Person a lump sum amount of \$5,000 regardless of whether the perpetrator is found to be guilty of the assault or not. We agree to waive the condition of a criminal charge(s) should the police be unable to identify the perpetrator of the assault within three (3) months of the police receiving the report from the Covered Person.

Disappearance

If during the Period of Insurance and while the person is a Covered Person, the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death Benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that Benefit after the legal representatives of the Covered Person's estate has given Us a signed undertaking that the Benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die as a result of a Bodily Injury.

Estate Emergency Cash Advance

In circumstances where Chubb has determined the Covered Person's estate is entitled to a benefit under Event 1, the following applies: If during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in their Accidental Death within twelve (12) months, upon the Covered Person's estate's request, We will advance to the Covered Person's estate the amount of \$25,000 within five (5) business days of the request, while the administration of the Covered Person's estate is being arranged. This sum will be deducted from the payment payable under Event 1.

Exposure

If during the Period of Insurance and while the person is a Covered Person, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Group Policy Wording to have suffered a Bodily Injury on the date of the Accident.

General Definitions

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

Accident means an identified, sudden and external 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 Death means death occurring as a result of a Bodily Injury.

Associate means an acquaintance, friend, work colleague, social contact, roommate or housemate.

Benefits means the coverage Benefits detailed in the Table of Events of this Group Policy Wording.

Benefit Period means the maximum period of time for which a Benefit is payable under Event 27 as shown in the Table of Events of this Group Policy Wording.

Bicycle means a pedal bicycle, including a pedal-assisted or electric bicycle, that complies with the standards issued by the Australian Government and detailed in the current Australian Design Rules as amended from time to time.

Bodily Injury means a bodily injury which in the opinion of a Doctor resulted solely and directly from an Accident, and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and while the person is a Covered Person. It does not mean any Pre-Existing Medical Condition.

Bodily Injury Aids means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that a Covered Person purchases following a Bodily Injury covered by this Group Policy Wording and which would not result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

Car means a vehicle that has four wheels and is registered for use on roads.

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

Claimant means a Covered Person, Uber or any other person entitled to claim under the Group Policy Wording.

Complex Fracture means a bone fracture which is visible in an x-ray and, in the opinion of a Doctor requires surgery.

Coverage Summary means the document We provide You which contains details of the cover provided to You by Us.

Covered Person(s) means a Delivery Partner and/or a Driver Partner with respect to whom Premium has been paid or agreed to be paid by Uber, and 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 Uber who is the Group Policyholder.

Delivery Partner means an individual who provides delivery services at the request of a third party in connection with the Uber App by walking, riding a Bicycle or Motorcycle, or driving a Car.

Dependent Child(ren) means a Covered Person's and their Spouse/ Partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher

learning and in either case, are primarily dependent upon the Covered Person for maintenance and support. Dependent Children also means a Covered Person's unmarried children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

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 Associate or Relative of the Covered Person unless otherwise approved by Us.

Driver Partner means an individual who uses a Car to provide transportation services at the request of a third party in connection with the Uber App.

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

Event(s) means the event(s) described in the relevant Table of Events.

Fingers, Thumbs or Toes mean the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

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 and the Coverage Summary, and any other documents We may issue to Uber that We advise will form part of the Group Policy Wording (e.g. endorsements).

Group Policyholder means Rasier Pacific Pty Ltd (ABN 662 365 833), Portier Pacific Pty Ltd (ABN 622 365 459) and Uber Pacific Pty Ltd (ABN 96 622 366 116), the contracting insureds whom We enter into the Group Policy.

Hand means the entire hand below the wrist.

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.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- a. a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b. an eye, total and Permanent loss of all sight in the eye;
- c. hearing, total and Permanent loss of hearing;
- d. speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

Motorcycle means a vehicle that has at least two wheels, is powered by a motor (including electric), has no pedals, can carry no more than two people and is registered for use on roads.

Non-union means a bone fracture which has no possibility of naturally healing without further medical intervention as determined by a Doctor or osteopath.

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child.

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

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. The time period for which cover is limited includes both the period of insurance and the scope of cover outlined in Benefits section of the Group Policy Wording.

Permanent means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement in the opinion of a Doctor.

Permanent Partial Disablement means where in the opinion of a Doctor:

- a. the Covered Person has suffered a Bodily Injury resulting in the Covered Person being able to perform some but not all of their ordinary work functions or being able to perform their work functions in a partial but not full capacity for which they are reasonably qualified by reason of education, training or experience; and
- b. the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period is beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Doctor:

- a. the Covered Person has suffered a Bodily Injury causing the Covered Person to be entirely incapable and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- b. the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

Pre-Existing Medical Condition means:

- a. any physical 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 becoming a Covered Person under the Policy; 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 becoming a Covered Person under the Policy.

Premium means the premium as advised by Us that is payable in respect of the Group Policy by Uber.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Rehabilitation Consultant means an appropriately qualified allied health professional who is appointed by Us, including but not limited to an occupational therapist, physiotherapist or exercise physiologist.

Relative means Parent, Spouse/ Partner, child, stepchild, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, cousin, grandparent or grandchild.

Serious Mental Illness means a mental, behavioural, or emotional disorder, which in the opinion of a Doctor, would result in serious functional impairment, and would substantially interfere with or limit one or more major life activities of the Covered Person.

Simple Fracture means a bone fracture which is visible in an x-ray and, in the opinion of a Doctor does not require surgery.

Spouse/Partner means a Covered Person's husband or wife and includes a de-facto with whom a Covered Person has continuously cohabited for a period of six (6) months or more at the time of the Bodily Injury or Event.

Temporary Total Disablement means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in any aspect of their usual duties as a Delivery Partner or Driver Partner. The Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor during this temporary period.

Uber means the Group Policyholder, being Rasier Pacific Pty Ltd (ABN 662 365 833) (for Driver Partners), Portier Pacific Pty Ltd (ABN 622 365 459) and Uber Pacific Pty Ltd (ABN 96 622 366 116).

Uber App means an application and/or software licensed by Uber or its affiliate(s) and installed on mobile devices for the purpose of connecting Driver Partners or Delivery Partners with third parties who request for transport and/or delivery services.

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 that form the Policy may also contain general or specific definitions.

General Conditions Applicable to this Group Policy Wording

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury. Where more than one Event occurs in respect of the same Bodily Injury, We will only pay the Benefit with the highest benefit amount.
3. Benefits for Event 27 shall not be payable in respect of any one (1) Bodily Injury:
 - a. for an amount which exceeds the maximum Benefit amount shown in the Table of Events;
 - b. which exceed the Benefit Period shown in the Table of Events.
4. In relation to Benefits payable for Events 2 and/or 27, We have the right (at Our own expense) to have the relevant Covered Person examined by a medical practitioner of Our choice (who is registered or licensed to practice medicine under Australian law). If the medical practitioner (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor appointed by the Covered Person, We will obtain an independent medical opinion (from a person who is registered or licensed to practice medicine under Australian law) which will be the opinion used for the purposes of determining whether the Covered Person meets the criteria for Permanent Total Disablement and/or Temporary Total Disablement.
5. In relation to Benefits payable for Event 19, We have the right (at Our own expense) to have the relevant Covered Person examined by a medical practitioner of Our choice (who is registered or licensed to practice medicine under Australian law). If the medical practitioner (authorised by Us) forms an opinion that is contrary to any opinion of a Doctor appointed by the Covered Person, We will obtain an independent medical opinion (from a person who is registered or licensed to practice medicine under Australian law) which will be the opinion used for the purposes of determining whether the Covered Person meets the criteria for Permanent Partial Disablement and the percentage reduction in whole bodily function.
6. In relation to Benefits payable for Event 27, and without limitation to General Condition 4, We also have the right (at Our own expense) to have the relevant Covered Person attend an assessment by a Rehabilitation Consultant of Our choice, who will provide Us with a report to assist Us in determining whether the Covered Person meets the criteria for Temporary Total Disablement. For the avoidance of doubt, where the Covered Person claims the Bodily Injury – Recovery Assessment Benefit, we may (at Our discretion) obtain a copy of that Rehabilitation Consultant's report for this purpose.
7. All benefits paid under this Policy shall be payable to the relevant Claimant, unless otherwise specified in the Group Policy.
8. If as a result of Bodily Injury, the Covered Person is entitled to a Benefit under Event 27 and subsequently becomes entitled to a Benefit under Events 2, 3 or 19, all Benefits payable under Event 27 shall cease from the date of such entitlement.
9. 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.
10. 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.

11. 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.
12. For each of the coverages, regardless of the number of Claims made individually or in aggregate, We will pay up to the maximum Limit of Liability per occurrence and per annual aggregate as shown in the General Provisions Applicable to this Group Policy Wording, Aggregate Limit of Liability.

General Provisions Applicable to this Group Policy Wording

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.

Termination

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 Uber or Us.

The cover provided is subject to any endorsements and/or amendments to the Group Policy Wording from time-to-time.

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

Cancellation rights

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

Updating the Group Policy Wording

Information in this document may be updated where necessary. A copy of any updated information is available to You at no cost by visiting the website at <http://t.uber.com/partnersupportaustralia>

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

Conformance to statute

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

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 Uber.

Policy territory

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

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

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

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.

Aggregate Limit of Liability

Our total liability for all Claims arising under the Group Policy Wording in respect of any one Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed \$10,000,000.

Assistance and Co-operation

Uber 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 Uber and/or Covered Persons because of Bodily Injury or damage with respect to which insurance is afforded under the Group Policy Wording. In that regard, Uber and Covered Persons (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Uber or Covered Persons shall not, except at Uber'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

Uber 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

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.

Sanctions Clause

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent or Our ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

Subrogation

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

Chubb claims (contactable on 1300 722 032, 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

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

Transfer of Interest

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

General Exclusions Applicable to this Group Policy Wording

These general exclusions apply to all covers and the Group Policy Wording unless they are expressly stated not to apply in relation to the cover or the Group Policy Wording.

We will not cover losses under any sections of this Group Policy Wording which:

1. arise directly or indirectly from:
 - a. a Driver Partner suffering a Bodily Injury which was inflicted by a passenger's pet(s), unless:
 - i. the passenger accompanied the pet(s) for the entirety of the entire trip; and
 - ii. except for cats and dogs, the pet(s) were adequately secured in a cage/crate, or the like, for the entirety of the trip.
 - b. a Pre-Existing Medical Condition.
 - c. any intentional self-injury or suicide committed by a Covered Person.
 - d. dishonest, fraudulent, criminal, illegal, malicious or intentional act, reckless misconduct, error or omission, or any intentional or knowing violation of the law by Uber or the Covered Person.
 - e. war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority.
2. a claim for Event 27 due to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom).
3. would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or National Health Act 1953 (Cth) or any other relevant law or regulation, or any amendment to, or consolidation or re-enactment of, those Acts and/or laws or regulations.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, 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, Paris and other locations, and employs approximately 33,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance. With five branches and more than 800 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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