



Group Journey Accident

Product Disclosure Statement and Policy Wording



Berkshire Hathaway
Specialty Insurance

www.bhspecialty.com

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Product Disclosure Statement

Please read this Product Disclosure Statement (PDS) carefully to ensure *You* understand what insurance cover is provided. If *You* have any questions or if *You* would like more information, please contact *Your* broker.

ABOUT US

We are Berkshire Hathaway Specialty Insurance Company (ABN 84 600 643 034, AFS Licence No. 466713). We are authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia. You can reach Us by email at australia@bhspecialty.com or You can write to Us at GPO Box 650, Sydney NSW 2001.

■ ABOUT THIS PDS

This PDS, which includes the *Policy Wording*, contains important information about the *Policy*. It aims to help *You*:

- decide whether the cover provided will meet *Your* needs; and
- compare it with other products *You* may be considering.

Other documents may comprise the PDS and We will tell *You* if this is the case in the relevant document.

The *Policy* provides a number of covers which may or may not be provided to *You* as a retail client under the Corporations Act 2001 (Cth) depending on *Your* circumstances. Only the parts of the *Policy* document relevant to cover provided to *You* as a retail client and any other documents which We tell *You* are included, make up the PDS for the purposes of the Act.

We do not provide any advice in this PDS about this product and have not considered *Your* objectives, financial situation or needs. *You* should carefully consider the information provided having regard to *Your* personal circumstances to decide if it is right for *You*.

UPDATING THIS PDS

This PDS was prepared on 1 June 2022.

We may update the information contained in this PDS when necessary. We will issue *You* with a new PDS or a Supplementary PDS, except in limited circumstances. Where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance We may issue *You* with a copy of any updated information in other forms. *You* can get a paper copy free of charge by contacting Us.

ABOUT YOUR POLICY

Where *We* agree to enter into a *Policy* with *You* it is a contract of insurance between *Us* and *You* (see the definition of “*You*” for details of who is covered by this term). The contract is based upon the information *You* gave *Us* when *You* applied for the insurance, and any subsequent information which *You* have supplied.

You must pay the *Premium*, including government taxes and charges, for the relevant *Period of Insurance* and comply with all the *Policy* terms and conditions.

If *We* issue *You* a *Policy*, it will consist of:

- this document which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply;
- *Your* relevant *Policy Schedule* that *We* give *You*. The *Policy Schedule* sets out the covers relevant to *You* and should be read together with the *Policy* Wording. It may include additional terms and conditions (including any limits and exclusions) that amend the standard terms of this document.
- Any other change to the terms of *Your Policy* otherwise advised by *Us* in writing (such as an endorsement or Supplementary PDS).

These are all important documents and should be carefully read together to ensure the cover provided is accurate. They form *Your* legal contract with *Us*. Please keep them in a safe place for future reference.

APPLYING FOR YOUR POLICY

Please complete the proposal form and provide any additional information requested by *Your* broker. *Your* broker will then submit *Your* application for *Our* consideration.

THE COST OF YOUR POLICY

The *Premium* payable for *Your Policy* is determined by *Our* assessment of the risk to be insured as well as the taxes and government charges that are applicable.

When calculating *Your Premium*, *We* take a number of factors into account including occupations, number of *Insured Persons*, the *Events*, amounts insured and *Your* claims history.

Your Premium also includes amounts that take into account *Our* obligations in relation to any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST) in relation to *Your Policy*. These amounts will be set out separately in the *Policy Schedule* as part of the total amount payable.

When *You* apply for this insurance and before the *Policy* is entered into, *We* will advise *You* via *Your* broker of the total *Premium* amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the *Policy Schedule*, which will be sent to *You* after the entry into the *Policy*. If *You* fail to pay *We* may reduce any claim payment by the amount of *Premium* owing and/or cancel the *Policy*.

PAYING YOUR PREMIUM

You must pay *Your Premium* by the due date. If *We* do not receive *Your Premium* by this date or *Your* payment is dishonoured, *We* may be entitled to reduce or refuse to pay a claim and cancel the *Policy*.

INSTALMENT PREMIUMS

In some cases a service fee will apply where *You* select to pay *Your Premium* by instalments. *We* tell *You* the total amount payable when *You* apply and when and how it can be paid. This is detailed in the *Policy Schedule* *We* issue to *You*.

If *You* pay *Your Premium* by way of instalments and:

- the *Premium* instalment remains unpaid for at least 14 days after the due date of the instalment, *We* may refuse to pay any claim under the *Policy* arising from an event occurring after the due date of the instalment;
- the *Premium* instalment remains unpaid after the due date of the instalment, *We* may cancel *Your Policy* by providing the *Policyholder* with written notice of cancellation.

RENEWING THE POLICY

Before *Your Policy* expires *We* will advise *You* via *Your* broker whether *We* intend to offer renewal and if so on what terms.

This PDS also applies for any offer of renewal, unless *We* tell *You* otherwise.

It is important that *You* check the terms of any renewal offer before renewing to ensure that the details are correct. In particular, check the sums insured and any applicable *Excess(es)* to ensure the levels of cover are appropriate for *You*.

Please note that *You* need to comply with the Duty of Disclosure before each renewal.

INSURED PERSONS ACCESS TO BENEFITS UNDER THE POLICY

An *Insured Person* may only make a claim for benefits for which cover is available in accordance with the *Policy* terms and conditions, limitations and exclusions.

An *Insured Person's Effective Period of Cover* begins on the date the *Insured Person* is added to the *Policy* by *Us* at request of the *Policyholder* and ends on the earlier of:

- the time they cease to be an *Insured Person*;
- the time the *Policyholder* requests that such *Insured Person* no longer has access to benefits under the *Policy*;
- the date the *Policy* ends in accordance with the *Policy* or law (for example, when the *Period of Insurance* ends, the *Policy* is not renewed or is cancelled).

Cover in respect to an *Insured Person's Spouse or Partner* and/or *Dependent Child(ren)* will end on the earlier of:

- the date insurance cover in respect of the applicable *Insured Person* is terminated in accordance with the above; or
- the date such *Spouse or Partner* and/or *Dependent Child(ren)* ceases to be a *Spouse or Partner* and/or *Dependent Child(ren)* of the *Insured Person*.

We are not obliged to notify an *Insured Person, Spouse or Partner* and/or *Dependent Child(ren)* of their cover ceasing or termination of the *Policy*. The *Policyholder* should do this to ensure such persons are aware that their cover has ended to enable them to arrange alternative cover if required.

AUTHORISATION AND NOTIFICATIONS

By acceptance of the *Policy*, the *Policyholder* agrees to act on behalf of *Insured Persons* as well as itself with respect to the giving and receiving of notice of claim or cancellation, the payment of *Premiums* and the receiving of any return *Premium* due under the *Policy*, the negotiation, agreement to and acceptance of endorsements, and the giving and receiving of any notice provided in the *Policy*, and *Insured Persons* agree that the *Policyholder* shall act on their behalf.

Neither *We* nor the *Policyholder* hold anything on trust for, or for the benefit or on behalf of an *Insured Person* under this insurance arrangement. The *Policyholder* does not:

- act on behalf of *Us* or an eligible person in relation to the insurance;
- and is not authorised to provide any financial product advice, recommendations or opinions about the insurance; or
- receive any remuneration or other benefits from *Us*.

Insured Persons have a right to benefits in accordance with the *Policy* solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They can make a claim but do not enter into any agreement with *Us* and are not charged by *Us* for the right to make a claim for those benefits.

Any person who may be insured under the *Policy* should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by *Us* or the *Policyholder* that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

We will send all notices in relation to the *Policy* to:

- the *Policyholder's* nominated insurance intermediary until We receive written notice to the contrary from the *Policyholder*; or
- if there is no nominated intermediary, the *Policyholder*, acting on the behalf of *Insured Persons*.

Any notice We give the *Policyholder* will be in writing, and it will be effective:

- if it is delivered to the *Policyholder* or their agent personally; or
- if it is delivered or posted to the *Policyholder's* address (including an electronic address) or the *Policyholder's* intermediary's address last known to Us.

It is important for the *Policyholder* to tell Us of any change of address as soon as possible.

ELECTRONIC DELIVERY OF POLICY DOCUMENTS

We will send *Your Policy* documents and any notices to *Your* broker by email unless *You* tell Us otherwise. If however *You* wish to receive *Your Policy* documents in hard copy, please tell *Your* broker.

YOUR COOLING OFF RIGHTS

If *You* want to cancel *Your Policy* after *You* buy it, *You* may do so and receive a full refund of *Your Premium*. To do this, please notify *Your* broker in writing within twenty one (21) days from the date *Your Policy* commenced.

This cooling off right does not apply if *You* have exercised any of *Your* rights or powers under the *Policy* (for example, if *You* have made or are entitled to make a claim under the *Policy*).

Even after the cooling off period ends, *You* still have cancellation rights however We may deduct certain amounts from any refund that may be due for administration costs or any non-refundable government charges and taxes.

YOUR DUTY OF DISCLOSURE

Before *You* enter into an insurance contract, *You* have a duty to tell Us anything that *You* know, or could reasonably be expected to know, may affect *Our* decision to insure *You* and on what terms. *You* have this duty until We agree to insure *You*. *You* have the same duty before *You* renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

IF YOU DO NOT TELL US SOMETHING

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

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

PRIVACY NOTICE

We are covered by the Privacy Act 1998 (Cth) and its Australian Privacy Principles (APPs), which set out standards for the collection, use, disclosure and handling of personal information. In this Privacy Notice *We, Our* and *Us* means Berkshire Hathaway Specialty Insurance Company ABN 84 600 643 034 along with all companies in the Berkshire Hathaway group of insurance companies, and third parties who provide services to *Us* or on *Our* behalf.

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details.

This privacy notice applies from 1 June 2022 and details how We collect, disclose and handle Your personal information.

What are the purposes We collect Your personal information for?

We, and entities acting on *Our* behalf, only collect personal information (including sensitive information) from or about *You* for the purposes of assessing *Your* application for insurance and administering *Your* insurance policy, including managing and administering any claim made by *You*.

What happens if You don't give Us Your personal information?

Without *Your* personal information, *We* may not be able to provide *You* with *Our* services or products, issue insurance cover, administer *Your* insurance or process *Your* claim.

How do We collect Your personal information?

Collection can take place through websites (from data *You* input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from *You* unless *You* have consented to collection from someone other than *You*, it is unreasonable or impracticable for *Us* to do so or the law permits *Us* to.

If *You* provide *Us* with personal information about another person *You* must only do so with their consent and agree to make them aware of this privacy notice.

We will only use *Your* personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes outlined above.

Who do We disclose Your personal information to?

We may disclose *Your* personal information to other companies in the Berkshire Hathaway group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, New Zealand, Germany, the United Kingdom, Canada and the United States of America or countries where overseas medical or assistance services are provided. These details may change from time to time. *You* can contact *Us* for further information. Where such disclosure is made, *We* make all reasonable efforts to ensure that the arrangements *We* have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

How do You contact Us and what are Your opt out rights?

By providing *Us* with personal information *You* and any other person *You* provide personal information for, consent to these uses and disclosures unless *You* tell us otherwise. If *You* wish to withdraw your consent, please contact *Us*.

If *You* wish to obtain details of the personal information *We* hold about *You* (including to correct or update the personal information *We* hold about *You*), or if *You* have a complaint about a breach of *Your* privacy, please refer to *Our* privacy Policy available at <http://www.bhspecialty.com/privacy-policy.html>, or contact *Us* by email to australasia.privacy.compliance@bhspecialty.com.

We reserve the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if *You* are seeking information on another person's behalf, *We* will require written authorisation from that individual.

COMPLAINTS

We will do everything possible to provide a quality service to *You*. However, We recognise that occasionally there may be some aspect of *Our* service or a decision We have made that *You* wish to query or draw *Our* attention to. We have a complaints and dispute resolution procedure which undertakes to deal with *Your* complaint promptly. It is important to follow the complaint handling process so We are able to resolve *Your* concern effectively.

INDEPENDENT INTERNAL REVIEW

If *You* are dissatisfied with how *Your* complaint has been resolved, *You* can escalate *Your* complaint to *Our* Internal Dispute Resolution (IDR) department who will review the decision independently. *You* may be asked to put *Your* complaint in writing to *Us*.

You can contact *Our* IDR department by:

Email: Complaints.Australia@bhspecialty.com

Post: Berkshire Hathaway Specialty Insurance
GPO Box 650, Sydney NSW 2001

The IDR department will contact *You* with a decision within fifteen (15) business days of receiving *Your* complaint.

REVIEW BY THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

In most cases We can resolve any problems *Our* customers have but if *You* remain dissatisfied with how We have resolved *Your* concern *You* can contact the Australian Financial Complaints Authority (AFCA) for an independent external review at no cost to *You*, subject to its terms of reference. We are bound by any determination by AFCA but the decision is not binding on *You*.

AFCA can be contacted by:

Phone: 1800 931 678

Email: info@afca.org.au

Post: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Web: www.afca.org.au

If the complaint is not covered by the AFCA scheme, We will advise *You* of other options for resolution that may be available to *You*.

CONTACT US

If *You* would like to make a complaint, please contact *Us*. In most cases We will be able to resolve the matter. If We cannot, *You* will be referred to a manager who will attempt to resolve the matter. A response will be provided within fifteen (15) business days.

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can download a copy of the Code from <http://codeofpractice.com.au>.

FINANCIAL CLAIMS SCHEME

This *Policy* may be a protected *Policy* under the Financial Claims Scheme (FCS) which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of *Us* becoming insolvent *You* may be entitled to access the FCS, provided *You* meet the eligibility criteria.

More information about the FCS may be obtained from <http://www.fcs.gov.au>.

WORDS WITH SPECIAL MEANING

Words that appear in italics in the *Policy* have special meaning, as provided in the General Definitions section. In some cases, certain words may be given a special meaning in a particular section of the *Policy* or when used or in the other documents making up the *Policy*.

Headings are provided for reference only and do not form part of the *Policy* for interpretation purposes.

YOUR OBLIGATION TO COMPLY WITH THE POLICY TERMS AND CONDITIONS

You are required to comply with the terms and conditions of the *Policy*. Please remember that if *You* do not comply with any term or condition, *We* may (to the extent permitted by law) decline or reduce any claim payment and/or cancel *Your Policy*.

If more than one person is insured under the *Policy*, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the *Policy*.

Summary of Coverage

Please note that this is a limited summary of some aspects of the insurance only and does not form part of the terms of the insurance. The *Policy* provides only those covers that are specified in the *Policy Schedule*. Those covers are subject to the terms, limitations, conditions and exclusions of the *Policy* that are not listed in the summary.

PERSONAL ACCIDENT

PART I – ACCIDENTAL DEATH AND DISABLEMENT

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* while on a *Journey* that results in *Accidental Death* or a *Bodily Injury* specified in the Table of Events.

PART II – WEEKLY INJURY BENEFIT

We will pay a Weekly Injury Benefit following an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* that results in *Bodily Injury* to an *Insured Person* whilst on a *Journey*.

PART III – FRACTURED BONES

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* while on a *Journey* that results in specified Fractured Bones.

PART IV – BODILY INJURY RESULTING IN LOSS OR DAMAGE TO TEETH

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* while on a *Journey* that results in loss or damage to *Teeth*.

BHSI HEALTH AND WELLBEING

We will provide a range of rehabilitation and assistance benefits if an *Insured Person* suffers a *Bodily Injury* or other specified event during the *Period of Insurance* and after the *Insured Person's Effective Period of Cover*. Such benefits may include a:

- Terrorism Benefit;
- Accommodation and Transport Expenses;
- Chauffeur Benefit;
- Education Fund Benefit; and
- Unexpired Membership Benefit

General Definitions

The following general definitions apply for the purpose of all Sections of the *Policy*.

Accident means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the *Insured Person*. An *Accident* must occur both during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*.

Accidental Death means the death of an *Insured Person* as a result of an *Accident*.

Act of Terrorism means any planning, action or threat of action where the planning or action is done or the threat is made against persons or property with the intention of advancing a political, religious or ideological cause.

Bodily Injury means an identifiable physical injury resulting solely and directly from an *Accident* and which occurs independently of any *Sickness* or any other cause, where the *Accident* occurs during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*. It does not mean a *Sickness* or a *Pre-Existing Condition*.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Dependent Child(ren) means the *Insured Person's* and their *Spouse* or *Partner's*:

- i. unmarried children (including step or legally adopted children) who are under twenty five (25) years of age, and living with the *Insured Person*; or
- ii. children (including step or legally adopted children) under twenty five (25) years of age who are a full-time student at an accredited institution of higher learning, and who in all cases are primarily dependent upon the *Insured Person* for their maintenance and support.

This definition is also extended to include an *Insured Person's* unmarried children of any age who permanently live with the *Insured Person* and are physically or mentally incapable of self-support.

Direct Travel means travel to and from the *Insured Person's* normal residence or normal place of employment and will include any minor deviations or interruptions which in no way increase the risk of *Bodily Injury* that would have normally arisen if the *Insured Person* travelled direct.

Doctor means a *Doctor* or *Specialist* who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- i. the *Policyholder*;
- ii. an *Insured Person*;
- iii. a *Relative* of the *Insured Person*; or
- iv. an *Employee* of the *Policyholder*.

Domestic Duties means the usual and ordinary *Domestic Duties* undertaken by someone as a homemaker and could include childminding, home help services and outdoor household activities.

Effective Period of Cover means the specified period for which an *Insured Person* has access to benefits under the *Policy* as provided under "*Insured Persons Access to Benefits under the Policy*" on page 4 of this document.

Employee means any person in the *Policyholder's* service including board members and directors (executive and non-executive), and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the *Policyholder's* behalf.

Event(s) means the event(s) described in the relevant Table of Events set out under the Personal Accident Section in the *Policy*.

Excess means the amount *We* will not pay of each and every claim which the *Policyholder* or *Insured Person* is required to bear themselves. This relevant amount will be advised to *You* via *Your* broker before the *Policy* is entered into and stated in the *Policy Schedule* pertaining to each event.

Excess Period means a period of time directly following an *Event* giving rise to a claim for which no benefits are payable. This relevant period will be advised to *You* via *Your* broker before the *Policy* is entered into and stated in the *Policy Schedule* pertaining to each event.

Hairline Fracture means minute cracks in the bone.

Income means the weekly pre-tax earnings, derived from physical and personal exertion, earned on average by the *Insured Person*:

- i. over a period of one (1) year immediately prior to the event; or
- ii. over the period of employment if such period is shorter than one (1) year.

For self-employed *Insured Persons*, *Income* shall be calculated after deducting all necessarily incurred business expenses in deriving such *Income*.

For salaried *Insured Persons*, allowances, bonuses, commissions and overtime payments shall be excluded when deriving *Income*.

For total employment cost or salary packaged *Insured Persons*, *Income* includes wages, travel allowances, club membership fees, motor vehicle, housing loan or rental subsidy, clothing or meal allowances and excludes bonuses, overtime payments and commissions.

Insured Person means any person who is shown in the *Policy Schedule* as an *Insured Person* and/or meets the eligibility criteria under this *Policy*, is nominated by the *Policyholder*, agreed to by *Us* and with whom *Premium* has been paid or agreed to be paid for.

Journey means the *Direct Travel* to and from the *Insured Person's* home or workplace including any minor deviations or interruptions for the purpose of attending or returning from work and travel undertaken during lunch time and meal breaks, subject to any specification stated in the *Policy Schedule*. A *Journey* does not include any travel outside of Australia.

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

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Other Fracture means any fracture other than a *Simple Fracture*, *Complete Fracture* or *Hairline Fracture*.

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 period declared on the *Policy Schedule* or such shorter time if the *Policy* ends earlier in accordance with its terms or law. Each renewal results in a new contract and new *Period of Insurance*.

Permanent means having lasted twelve (12) consecutive months and at the expiry of that time being without hope of improvement.

Permanent Total Disablement means total disablement as a result of an *Accident* which continues for twelve (12) consecutive months and at that time is certified by a *Doctor* as being beyond hope of improvement and entirely preventing the *Insured Person* forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

Policy means *Our* contract with the *Policyholder* and includes this *Policy* wording, the current *Policy Schedule* and any Endorsement or other document *We* may tell *You* forms part of the terms and conditions of the *Policy*.

Policy Schedule means the relevant and current *Policy Schedule* issued to the *Policyholder* by *Us*. A new *Policy Schedule* is issued on each renewal.

Policyholder means the named entity(ies) or person(s) listed as the *Policyholder* in the *Policy Schedule*. The *Policyholder* is the contracting insured.

Pre-Existing Condition means any sickness, illness, *Bodily Injury*, disease, disability, syndrome or other condition, including any symptoms or side effects of these:

- i. which the *Insured Person* is aware, or a reasonable person in the circumstances would be expected to have been aware in the twelve (12) month period prior to the *Insured Persons* being covered by this *Policy*;
- ii. which the *Insured Person* has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the *Insured Person* being covered by this *Policy*; or
- iii. that is a terminal condition of which the *Insured Person* has been diagnosed at any time prior to the *Insured Person's* being covered by this *Policy*.

Premium means the amount shown in the *Policy Schedule* that is payable in respect of the *Policy* by the *Policyholder*.

Professional Sport means any sport for which an *Insured Person* receives any fee, monetary reward or sponsorship as a result of their participation.

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

Relative means the *Insured Persons Spouse or Partner*, fiancé(e), child, step-child, parent, parent-in-law, step parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, grandparent or grandchild.

Sickness means any illness, disease, disability, syndrome or other condition suffered by the *Insured Person*, but does not include a *Bodily Injury* or *Pre-Existing Condition*.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a *Doctor* requires minimal and uncomplicated medical treatment.

Specialist means a *Doctor* referred to or recognised by another *Doctor* as a specialist in their field of medicine and to whom the *Insured Person* is referred to by another *Doctor* for treatment.

Spouse or Partner means an *Insured Person's* husband or wife and includes a de-facto and/or life partner of any sex with whom the *Insured Person* has continuously cohabited for a period of three (3) months or more.

Temporary Partial Disablement means that in the opinion of a *Doctor*, the *Insured Person* is temporarily unable to engage in a substantial part of their usual occupation whilst an *Insured Person* and under the regular care of and acting in accordance with the instructions or advice of a *Doctor*.

Temporary Total Disablement means that in the opinion of a *Doctor*, the *Insured Person* is temporarily unable to engage in any part of their usual occupation whilst an *Insured Person* and under the regular care of and acting in accordance with the instructions or advice of a *Doctor*.

Tooth or Teeth means a sound and natural permanent tooth, including capped or crowned teeth, but does not include first teeth, dentures, implants and dental fillings.

We/Our/Us means the Berkshire Hathaway Specialty Insurance Company (ABN 84 600 643 034, AFS Licence 466713) who is the *Insurer* and issuer of this *Policy*.

You/Your means the *Policyholder* listed in the *Policy Schedule*.

Personal Accident

If, during the *Period of Insurance* an *Insured Person's Effective Period of Cover* and whilst on a *Journey*, an *Insured Person* suffers an *Accident* which directly results in *Bodily Injury* which continues at any time up to 12 months after the *Accident*, We will pay the corresponding amounts shown in the Table of Events below under Part I to Part IV if an amount is shown in the *Policy Schedule*.

TABLE OF EVENTS

PART I – ACCIDENTAL DEATH AND DISABLEMENT

Cover for an *Event* under this Part I only applies if an amount is shown in the *Policy Schedule* Part I – Accidental Death and Disablement.

<p style="text-align: center;">The Events</p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;">Benefit Amounts</p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown in <i>Policy Schedule</i> Part I – Accidental Death and Disablement.</p>
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent Paraplegia or Quadriplegia</i>	100%
4. <i>Permanent loss of sight of one or both eyes</i>	100%
5. <i>Permanent loss of use of one or more Limbs</i>	100%
6. <i>Permanent and incurable insanity</i>	100%
7. <i>Permanent loss of the lens of:</i> (a) both eyes (b) one eye	100% 60%
8. <i>Permanent loss of hearing of:</i> (a) both ears (b) one ear	80% 30%
9. Burns: (a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body (b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50% 25%
10. <i>Permanent loss of use of four fingers and thumb of either hand</i>	80%
11. <i>Permanent loss of use of four fingers of either hand</i>	50%
12. <i>Permanent loss of use of the thumb of either hand:</i> (a) both joints (b) one joint	40% 20%
13. <i>Permanent loss of use of fingers of either hand:</i> (a) three joints (b) two joints (c) one joint	15% 10% 5%
14. <i>Permanent loss of use of toes of either foot:</i> (a) all – one foot (b) great – both joints (c) great – one joint (d) other than great – each toe	15% 5% 3% 1%

<p style="text-align: center;">The Events</p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;">Benefit Amounts</p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown in <i>Policy Schedule Part I – Accidental Death and Disablement</i>.</p>
15. Fractured leg or kneecap with established non-union	10%
16. Loss of at least fifty percent (50%) of all <i>Teeth</i>	1% to a maximum of \$10,000 in total
17. Shortening of leg by at least five centimetres (5 cm)	7.5%
18. <i>Permanent Partial Disablement</i> not otherwise provided for under <i>Events 7 to 17</i> .	Such percentage of the amount shown in Part I – Accidental Death and Disablement in the <i>Policy Schedule</i> which is not inconsistent with any of the Benefit Amounts provided under <i>Events 7 to 17</i> , and which corresponds to the percentage of whole person impairment as determined by the average of three opinions, to be provided by <i>Your</i> treating General Practitioner, a <i>Doctor</i> that <i>We</i> appoint and an independent <i>Specialist</i> that <i>You</i> and <i>We</i> agree on. The maximum amount payable under <i>Event 18. (Permanent Partial Disablement)</i> is fifty thousand dollars (\$50,000).

PART II – WEEKLY INJURY BENEFIT

Cover for an *Event* under this Part II only applies if an amount is shown in the *Policy Schedule Part II – Weekly Injury Benefit*.

<p style="text-align: center;">The Events</p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;">Benefit Amounts</p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown under <i>Policy Schedule Part II – Weekly Injury Benefit</i>.</p>
19. <i>Temporary Total Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Total Disablement</i> as a result of a <i>Bodily Injury</i> and where that <i>Temporary Total Disablement</i> persists, after the <i>Excess Period</i> , <i>We</i> will pay the amounts shown in the <i>Policy Schedule Part II – Weekly Injury Benefit</i> , but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> , for the period that the <i>Temporary Total Disablement</i> continues up to the maximum period shown in the <i>Policy Schedule</i> .
20. <i>Temporary Partial Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Partial Disablement</i> as a result of a <i>Bodily Injury</i> and where that <i>Temporary Partial Disablement</i> persists, after the <i>Excess Period</i> , <i>We</i> will pay the amounts shown in the <i>Policy Schedule Part II – Weekly Injury Benefit</i> , less any amount of current earnings as a result of working in a reduced capacity with the <i>Policyholder</i> , but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> , for the period that the <i>Temporary Partial Disablement</i> continues up to the maximum period shown in the <i>Policy Schedule</i> . Should the <i>Insured Person</i> be able to return to work with the <i>Policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of <i>Event 19 – Temporary Total Disablement</i> .

PART III – FRACTURED BONES

Cover for an *Event* under this Part III only applies if an amount is shown in the *Policy Schedule* Part III – Fractured Bones.

The Events The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	Benefit Amounts The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part III – Fractured Bones.
21. Neck, skull or spine (<i>Complete Fracture</i>)	100%
22. Hip (any fracture)	75%
23. Jaw, pelvis, leg, ankle or knee (<i>Complete Fracture</i>)	50%
24. Cheekbone, shoulder (<i>Complete Fracture</i>) or neck, skull or spine (<i>Simple Fracture, Hairline Fracture or Other Fracture</i>)	30%
25. Arm, elbow, wrist or ribs (<i>Complete Fracture</i>)	25%
26. Jaw, pelvis, leg, ankle or knee (<i>Simple Fracture, Hairline Fracture or Other Fracture</i>)	20%
27. Nose or collar bone (any fracture)	20%
28. Arm, elbow, wrist or ribs (<i>Simple Fracture, Hairline Fracture or Other Fracture</i>)	10%
29. Finger, thumb, foot, hand or toe (any fracture)	7.5%

PART IV – BODILY INJURY RESULTING IN LOSS OR DAMAGE TO TEETH

Cover for an *Event* under this Part IV only applies if an amount is shown in the *Policy Schedule* Part IV – Bodily Injury Resulting in Loss or Damage to Teeth.

The benefit payable under this Part shall be limited to a maximum of two thousand dollars (\$2,000) per *Insured Person* for any one *Accident* causing *Bodily Injury* which results in loss or damage to *Teeth*.

The Events The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	Benefit Amounts The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part IV – Bodily Injury Resulting in Loss of Damage to Teeth.
30. Loss of <i>Teeth</i> , per <i>Tooth</i>	100%
31. Chipped or broken <i>Teeth</i> , per <i>Tooth</i>	50%

CONDITIONS

In addition to the “General Conditions Applicable to all Sections of the *Policy*”:

- I. Except as provided below, *Our* total liability for all claims arising under Part I – Accidental Death and Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Any One Accident or Occurrence;
- II. *Our* total liability for all claims arising under Part I – Accidental Death and Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, relating to air travel on *Non-Scheduled Flights*, shall not exceed the amount shown in the *Policy Schedule* - Aggregate Limit of Liability *Non-Scheduled Flights*;
- III. where an *Insured Person* is exposed to the elements as a result of an *Accident* and suffers from any of the *Events* stated in the Table of Events as a direct result of that exposure within twelve (12) months of the *Accident*, the *Insured Person* will be deemed for the purposes of this *Policy* to have suffered a *Bodily Injury* on the date of the *Accident*;
- IV. any benefit payable for *Events* 1 to 18 will be paid in addition to any benefit already paid for under *Events* 19 and 20 in respect of the same *Bodily Injury*;
- V. after payment of a benefit as a result of the occurrence of any of the *Events* 2 to 7(a) all cover with respect to that *Insured Person* under – Personal Accident will cease;
- VI. if as a result of *Bodily Injury*, the *Insured Person* is entitled to any benefit under *Events* 19 and/or 20 and subsequently becomes entitled to a benefit amount under the Table of Events for *Events* 2 or 3, all benefits payable for *Events* 19 and/or 20 will cease from the date of such entitlement;
- VII. where an *Insured Person* claims benefits in respect of *Events* 19 and/or 20, the *Insured Person* agrees upon *Our* written request to:
 - a. participate and co-operate with *Us* in establishing and following a reasonable plan comprising of activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
 - b. provide *Us* with any medical reports at *Our* expense that are relevant to *Events* 19 and/or 20 or relevant to a plan to achieve or expedite their return to their usual occupation;
 - c. consent to their treating *Doctors*, their employer, *Us* or service providers that *We* nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
 - d. undertake reasonable medical investigations or attend reasonable medical examinations as requested by *Us* at *Our* expense.
- VIII. *We* may be entitled to reduce the amount *We* pay for a claim under *Events* 19 and/or 20 (including to nil) in respect of any one *Bodily Injury* unless the *Insured Person* procures and follows reasonable medical advice from a *Doctor* as soon as possible after the happening of a *Bodily Injury* giving rise to a claim under this Section;
- IX. the amount of the benefits payable for *Events* 19 and/ or 20 as set out in the *Policy Schedule* will be paid monthly in arrears. Any benefits payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues;
- X. if a claim occurs for an *Insured Person* under *Events* 19 and/or 20 as a result of *Bodily Injury*, and whilst during the *Period of Insurance* the *Insured Person* suffers from the same or an associated disablement, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *Insured Person* returned to the fullness of the *Insured Person’s* former duties and working hours for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new *Bodily Injury* and a new *Excess Period* will apply;
- XI. if as a result of a *Bodily Injury* the *Insured Person* is entitled to receive a disability income benefit under any workers’ compensation legislation or transport accident legislation or any legislation having a similar effect, the benefit payable for *Events* 19 and/or 20 will be reduced by the amount necessary to limit the total of all such disability income benefits and the benefit under this Section to the *Insured Person’s* *Income*;

- XII. if the benefit payable with respect to *Events 1 to 18* is salary linked, the actual benefit payable for an *Insured Person* who is not in receipt of a salary will be calculated as the relevant percentage of the lesser of the maximum sum insured stated in the *Policy Schedule* or \$250,000;
- XIII. any benefit payable for *Events 1-18* for *Insured Persons* who have attained the age of eighty (80) and are under eighty five (85) years of age will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$250,000 unless otherwise specified;
- XIV. any benefit payable for *Events 1-18* for *Insured Persons* who have attained the age of eighty five (85) and are under ninety (90) years of age will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$100,000 unless otherwise specified; and
- XV. any benefit payable for *Event 1, Accidental Death* and *Events 3-18* for *Insured Persons* who have attained the age of ninety (90) years will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$25,000 unless otherwise specified.

EXCLUSIONS

In addition to the General Exclusions Applicable to all Sections of the *Policy*, We will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- I. any claim for more than one of the *Events 1 to 18* in respect of the same *Bodily Injury*, in which case the highest applicable benefit will be payable;
- II. any more than one benefit for *Events 19 and/or 20* that occur at the same period of time, in which case the highest applicable benefit will be payable;
- III. any claim for *Events 19 and/or 20* which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
- IV. any claim for *Events 19 and/or 20* for *Insured Persons* who have attained the age of eighty (80) years unless otherwise stated in the *Policy Schedule*; or
- V. any claim for *Event 2, Permanent Total Disablement* for *Insured Persons* who have attained the age of ninety (90) years unless otherwise stated in the *Policy Schedule*.

BHSI Health and Wellbeing

BHSI HEALTH

Accidental H.I.V. Infection Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- I. as a direct result of *Bodily Injury* caused by a violent and physical bodily assault by another person on the *Insured Person*; or
- II. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an *Insured Person's Bodily Injury*,

We will pay the *Insured Person* up to the amount stated in the *Policy Schedule* – Accidental H.I.V. Infection Benefit, provided that:

- I. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to *Us* and medical tests are carried out by a registered and legally qualified medical practitioner as soon as possible from the time the *Insured Person* becomes aware of the event giving rise to the potential H.I.V. infection;
- II. there is a positive diagnosis within one hundred and eighty (180) days of the *Insured Person* becoming aware the event giving rise to the H.I.V. infection; and
- III. a recognised laboratory carries out medical and clinical tests that conclusively prove that the *Insured Person* was not H.I.V. positive prior to or at the time and date of the event giving rise to the H.I.V. infection.

We may be entitled to reduce the amount We pay for a claim under this benefit if *You* or the *Insured Person* fail to comply with the above conditions.

Coma Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* which directly causes or results in the *Insured Person* being in a state of continuous unconsciousness and the *Insured Person* or their legal representative provide *Us* with a *Doctor's* certificate that verifies that the direct cause of the continuous unconsciousness was the *Bodily Injury*, We will pay the *Insured Person* or their legal representative the amount stated in the *Policy Schedule* – Coma Benefit.

Disappearance

If the body of an *Insured Person* is not found within twelve (12) months after an *Accident* involving the conveyance in which they were travelling during the *Period of Insurance* and an *Insured Person's Effective Period of Cover* whilst on a *Journey*, *Accidental Death* will be presumed in the absence of any evidence to the contrary. The *Accidental Death* benefit amount set out under *Event 1* shall become payable, subject to a signed undertaking by the beneficiary that if the *Insured Person* is subsequently found alive, such *Accidental Death* benefit amount will be refunded to *Us*.

Escalation of Claim Benefit

Subject to renewal of this *Policy* and payment of the *Premium*, after payment of a benefit under *Events 19*, or *20* continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by a compound rate of five percent (5%) per annum.

Modification Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* for which a benefit is paid under *Events 2* or *3*, We will pay up to the amount shown in the *Policy Schedule* – Modification Benefit, for costs necessarily incurred to modify the *Insured Person's* home and/or motor vehicle, or costs associated with relocating the *Insured Person* to a more suitable home, provided that medical evidence is presented from a *Doctor* certifying the modification and/or relocation is necessary.

Premature Birth/Miscarriage Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* which results in premature childbirth (prior to thirty-seven (37) weeks gestation) or miscarriage, *We* will pay the *Insured Person* the lump sum benefit amount shown in the *Policy Schedule – Premature Birth/Miscarriage Benefit*.

Rehabilitation Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* for which a benefit is paid under *Events 2, 19 or 20*, *We* will pay up to the amount shown in the *Policy Schedule – Rehabilitation Benefit* for costs necessarily incurred for tuition or advice for the *Insured Person* from a licensed vocational school that medical evidence is presented from a *Doctor* certifying the tuition or advice is necessary.

Terrorism Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and is an eye witness to an *Act of Terrorism*, *We* will pay the *Insured Person* or *Policyholder* up to the amount specified in the *Policy Schedule – Terrorism Benefit*.

Trauma Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is whilst on a *Journey* and is an eye witness to or victim of a criminal act such as murder, rape, sexual assault, violent robbery or a kidnapping, *We* will pay the *Insured Person* or *You* up to the amount specified in the *Policy Schedule – Trauma Benefit*.

Work Experience Benefit

If a person is undertaking authorised work experience with the *Policyholder* and, whilst performing occupational duties on behalf of the *Policyholder* sustains a *Bodily Injury* *We* will pay the *Policyholder* the amount shown in the *Policy Schedule – Work Experience Benefit*.

Workplace Assault Benefit

If an *Insured Person* sustains a *Bodily Injury* as a result of an unprovoked assault at their usual place of employment or whilst in the course of their duties on behalf of the *Policyholder*, *We* will pay the *Insured Person* the amount shown in the *Policy Schedule – Workplace Assault Benefit*.

BHSI WELLBEING

Accommodation and Transport Expenses

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the *Insured Person's* normal place of residence, *We* will pay the actual and reasonable transport and/or accommodation expenses incurred by their *Spouse or Partner* and/or *Dependent Children* to travel to or remain with the *Insured Person* up to the amount shown in the *Policy Schedule – Accommodation and Transport Expenses*.

Advanced Payment

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* whilst on a *Journey* for which a benefit is payable under *Event 19*, provided that medical evidence is presented from a *Doctor* certifying that the total period of *Temporary Total Disablement* will be a minimum of twenty-six (26) continuous weeks, *We* will make an advance payment of up to eighteen (18) weeks benefit (less any benefits already paid at the time).

Chauffeur Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* for which a benefit is paid under *Event 19*, provided that medical evidence is presented from a *Doctor* certifying that the *Insured Person* is unable to operate a motor vehicle or travel on other available modes of public transport, *We* will pay up to the amount shown in the *Policy Schedule*, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *Insured Person* directly to and from their normal place of residence and normal place of work.

Childcare Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* for which a benefit is paid under *Events 2 to 7(a)*, We will pay the *Insured Person* the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown in the *Policy Schedule* – Childcare benefit, but only in respect of additional costs that would not otherwise have been incurred.

Corporate Image Protection

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* which results in *Accidental Death* or *Permanent Total Disablement*, We will pay the *Policyholder* the actual and reasonable expenses necessarily incurred for the services of a public relations firm for the purpose of protecting the *Policyholder's* corporate image, up to the amount shown in the *Policy Schedule* – Corporate Image Protection.

Dependent Child Support

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and suffers a *Bodily Injury* which results in *Accidental Death*, We will pay to the *Insured Person's Spouse or Partner* or legal representative of the *Insured Person's* estate, the amount shown in the *Policy Schedule* – Dependent Child Support, for each *Dependent Child* of the *Insured Person* subject to the maximum benefit amount stated per family.

Domestic Help Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Spouse or Partner* of the *Insured Person* is a non *Income* earner, and sustains a *Bodily Injury* for which a benefit would be payable under, *Events 19* and/or *20* and a *Doctor* certifies that they are unable to carry out *Domestic Duties*, We will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown in the *Policy Schedule* – Domestic Help Benefit, provided that the domestic help is not carried out by the *Insured Person* or their *Relatives*, nor a person permanently residing with the *Insured Person*.

Education Fund Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers an *Accidental Death*, whilst on a *Journey*, We will pay for fees incurred on behalf of each surviving *Dependent Child*, up to the amount shown in the *Policy Schedule* – Education Fund Benefit, to that *Dependent Child's* school, TAFE or university.

Executor Emergency Cash Advance Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers an *Accidental Death* whilst on a *Journey*, upon the executor of the estate's request, We will advance to the executor of the *Insured Person's* estate the amount shown in the *Policy Schedule* – Executor Emergency Cash Advance Benefit, whilst the administration of the *Insured Person's* estate is being arranged.

Funeral Expenses Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and suffers an *Accidental Death*, We will reimburse the reasonable expenses incurred up to the amount stated in the *Policy Schedule* - Funeral Expenses Benefit for the *Insured Person's* funeral, burial or cremation or the cost of returning the *Insured Person's* body or ashes to a place nominated by the *Insured Person's Spouse or Partner* or the legal representative of the *Insured Person's* estate.

Independent Financial Advice Benefit

Following payment of a benefit amount under *Events 1 to 8*, We will reimburse the *Insured Person's Spouse or Partner* or estate up to the maximum amount shown in the *Policy Schedule* – Independent Financial Advice Benefit, for professional financial planning advice provided by a qualified financial planner within twelve (12) months after the date of the event.

Orphan Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* and their *Spouse or Partner* are on a *Journey* and suffer an *Accidental Death* as a result of the same *Accident*, We will pay to the *Insured Persons' estate* or the guardian of the *Dependent Children* a lump sum benefit for each surviving *Dependent Child* subject to a maximum benefit amount per family as shown in the *Policy Schedule – Orphan Benefit*.

Out of Pocket Expenses Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, We will pay the actual and reasonable costs incurred up to the maximum amount shown in the *Policy Schedule – Out of Pocket Expenses*, provided that those costs are not insured elsewhere under this *Policy*, or We are otherwise prohibited by law from making such payments (for example if a Medicare benefit is payable).

Replacement Staff/Recruitment Costs

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* and in *Our* judgement We believe that a benefit will be paid under *Events 1* or *2*, We will pay the actual and reasonable costs incurred by the *Policyholder* for the recruitment of replacement *Employees*, up to the amount shown in the *Policy Schedule – Replacement Staff/ Recruitment Costs*, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the *Policyholder's* business to continue. The *Policyholder* agrees that any amount paid to the *Policyholder* under this benefit will be repaid to Us if it is found that a valid claim did not or will not eventuate.

Spouse or Partner Employment Training Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and sustains a *Bodily Injury* which results in an *Accidental Death* or *Permanent Total Disablement*, We will reimburse an *Insured Person's Spouse or Partner* up to the benefit amount shown in the *Policy Schedule – Spouse or Partner Employment Training Benefit* for the actual costs incurred for training or retraining the *Insured Person's Spouse or Partner*:

- I. for the sole purpose of obtaining gainful employment;
- II. to improve their potential for employment; and/or
- III. to enable them to improve the quality of care they can provide to the *Insured Person*, provided that the training is provided by a recognised institution with qualified skills to provide such training.

This benefit is payable in addition to any other applicable benefit amount payable under this *Policy* and only applies if the *Spouse or Partner* incurs Employment Training Expenses within twenty-four (24) months following the date of the *Insured Person's Bodily Injury* resulting in an *Accidental Death* or *Permanent Total Disablement*.

Student Tutorial Benefit

If an *Insured Person* is a registered full time student and, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* whilst on a *Journey*, and a *Doctor* certifies that the *Insured Person* is unable to attend classes as a result of the *Bodily Injury*, We will pay the actual costs incurred for home tutorial services to the maximum amount shown in the *Policy Schedule – Student Tutorial Benefit*, provided that the tutorial service is not carried out by the *Insured Person's Relatives* nor a person permanently residing with the *Insured Person*.

Unexpired Membership Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is on a *Journey* and suffers a *Bodily Injury* which results in a benefit being paid under:

- I. *Events 2 to 8*; or
- II. *Events 19 and/or 20* for which a *Doctor* certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and it is certified by a *Doctor* as preventing the *Insured Person* from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, *We* will pay the *Insured Person* a pro-rata refund of such fees paid for the current season or membership period, up to an aggregate amount as shown in the *Policy Schedule*.

Vehicle Excess and Carjacking Benefit

If an *Insured Person* is involved in a carjacking incident whilst on a *Journey* which results in theft and/or damage to their vehicle, *We* will pay to the *Policyholder*:

- I. the excess applicable on the *Insured Person's* comprehensive insurance to have the vehicle repaired; and/or
- II. the reasonable cost of a hire car or taxi for the *Insured Person* to undertake an authorised and necessary *Journey* if the *Insured Person* is without their car due to theft or to undertake repairs;

up to the total amount shown in the *Policy Schedule* – Vehicle Excess and Carjacking Benefit.

Workplace Trauma Benefit

If during the *Period of Insurance* an *Insured Person* witnesses a violent criminal act whilst at their usual place of employment and does not sustain a *Bodily Injury* we will pay the *Insured Person* the amount shown in the *Policy Schedule* - Workplace Trauma Benefit.

General Conditions Applicable to all Sections of the Policy

Alteration of Risk

You must tell Us as soon as possible if Your business activities change in a way which increase the risk of damage, injury, liability or loss. If We agree to the change We will do so in writing and the *Policyholder* must pay, or agree to pay, Us any additional *Premium* We may require.

Assignment

You must not assign the *Policy*, or any rights under the *Policy*, without Our prior written consent by way of endorsement to the *Policy*.

Cancellation

The *Policyholder* may cancel this *Policy* at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the *Policyholder's* written notice of cancellation or such time as may be otherwise agreed.

We may cancel the *Policy* or any Section thereof, for any of the following reasons:

- I. a person who is or was at any time the *Policyholder* failed to comply with the duty of the utmost good faith;
- II. a person who was the *Policyholder* at the time when the contract was entered into failed to comply with the duty of disclosure;
- III. the person who was the *Policyholder* at the time when the contract was entered into made a misrepresentation to Us during the negotiations for the contract but before it was entered into;
- IV. a person who is or was at any time the *Policyholder* failed to comply with a provision of the contract, including a provision with respect to payment of the premium; or
- V. the *Policyholder* has made a fraudulent claim under the *Policy* or under some other contract of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the period during which the first-mentioned contract provides insurance cover.

Where We cancel the *Policy* We will provide the *Policyholder* with at least 3 business days' notice in writing of the cancellation.

If the *Policy* is cancelled by either the *Policyholder* or Us, We will refund the *Premium* for the *Policy* less a pro-rata proportion of the *Premium* to cover the period for which insurance applied less any government fees, taxes and duties We cannot recover. However We will not refund any *Premium* if We have paid a claim or benefit to You or an *Insured Person* under the *Policy*.

Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.

Entire Contract/Alteration

This *Policy* will not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

Medical Examination or Post Mortem

At Our expense, We will be entitled to have any *Insured Person* medically examined or in the event of death, a post mortem examination carried out, for the purposes of assessing the validity of a claim under the *Policy*. We will give the *Insured Person* or their legal representative fair and reasonable notice of the medical examination or post mortem.

Other Insurance

In the event of a claim, the *Policyholder* and/or *Insured Person* must advise *Us* as to any other insurance policies that may be available to pay or partially pay that claim.

Reasonable Precautions

The *Policyholder* and/or *Insured Person* must take all reasonable care to prevent or minimise damage, injury, liability, loss or *Accident*, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

Governing Law and Jurisdiction

The *Policy* is governed by the laws of Australia. Any dispute relating to the *Policy* shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the *Policy* was issued.

Providing Proof of Loss

The *Insured Person* must keep documents they will need in case of a claim. These proofs may include, but not be limited to, substantiation of the *Insured Person's* earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation which comes into *Your* or an *Insured Person's* possession.

Subrogation

If *We* make any payment under this *Policy*, then to the extent of that payment, *We* may exercise any rights of recovery held by the *Policyholder* or the *Insured Person*. The *Policyholder* and the *Insured Person* must not do anything which reduces any such rights and must provide reasonable assistance to *Us* in pursuing any such rights. To the extent permitted by law *We* may reduce *Our* liability for *Your* claim where *You* have agreed to exclude or limit *Your* rights to recover damages from another person in respect of a loss *You* suffer. *We* will have full discretion in the conduct, settlement or defence of any recovery claim in the *Policyholder* or the *Insured Person's* name.

The amount recovered will be applied first to reducing the amount by which the *Policyholder's* or the *Insured Person's* loss exceeds the payment made by *Us*. Any balance remaining after the *Policyholder* or the *Insured Person* has been fully compensated for the loss, up to the amount *We* have paid to settle the claim (including *Our* legal fees for recovery), will be retained by *Us*.

In relation to any claim under the *Policy*, the *Policyholder* and/or the *Insured Person* must not admit fault and must not offer or promise to pay any money or become involved in litigation without *Our* approval.

General Exclusions Applicable to all Sections of the Policy

We will not pay benefits, loss, costs or expense under any Section of the *Policy* directly or indirectly caused by, arising from or attributable to:

- I. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- II. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to the *Insured Person*);
- III. sexually transmitted or sexually transmissible disease or any infection or virus derived from a sexually transmitted or sexually transmissible disease except to the extent provided under – BHSI Health and Wellbeing – Accidental H.I.V. Infection Benefit;
- IV. treatment or services covered by:
 - a. Medicare;
 - b. any workers' compensation legislation;
 - c. any transport accident legislation;
 - d. any government sponsored fund, plan or medical benefit scheme; or
 - e. any other insurance policy required to be effected by or under law;
- V. professional or medical services rendered in Australia for which Medicare benefits are or would be payable in accordance with the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth) or any succeeding, amendment, replacement or equivalent legislation to those Acts, or other claims which would result in *Us* contravening those Acts;
- VI. professional or medical services rendered in any jurisdiction where *We* are prohibited by law from paying those expenses in that jurisdiction;
- VII. any claim where the *Policyholder* or the *Insured Person*, or any of *Your* or the *Insured Person's* representatives refused to follow *Our* reasonable instructions and directions in relation to that claim;
- VIII. an *Insured Person* engaging in or taking part in:
 - a. training for or participating in *Professional Sport* of any kind; or
 - b. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
- IX. intentional self-inflicted *Bodily Injury*, suicide or any illegal or criminal act committed by the *Policyholder* or an *Insured Person*;
- X. any claim that would result in *Us* contravening any workers compensation legislation and or transport accident legislation;
- XI. any claim to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance including, but not limited to, any sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America;
- XII. any loss under any section of the *Policy* as a direct or indirect result of *Sickness* or *Pre-Existing Condition(s)* of an *Insured Person*; or
- XIII. amounts recoverable by the *Policyholder* and/or the *Insured Person* from any other source (with the exception of other insurance).



Berkshire Hathaway
Specialty Insurance

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