Independent Schools Personal Accident Insurance

Product Disclosure Statement and Policy Wording

Berkshire Hathaway Specialty Insurance

Brokered by: wtw

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Product Disclosure Statement

INDEPENDENT SCHOOLS PERSONAL ACCIDENT INSURANCE

ABOUT US

We are Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. 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.

Cover is brokered, arranged and distributed by:

Willis Towers Watson

ABN: 90 000 321 237, AFSL: 240600

Level 4 / 555 Bourke Street
Melbourne Vic 3000
Phone: (03) 8681 9800
Fax: (03) 8681 9888

Should ***you*** wish to submit a claim ***you*** can send via email at ahclaimsaustralia@bhspecialty.com.

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 or otherwise 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 28th February 2020.

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 a ***Policy*** to ***you***, 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; and
- 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. When ***you*** enter into the ***Policy you*** confirm and warrant that ***you*** have read or will read the policy documents when provided to ***you***. They form ***your*** legal contract with ***us***. Please keep them in a safe place for future reference.

IMPORTANT INFORMATION

Please read the ***Policy*** wording carefully for full details about lodging a claim, when benefits are payable, the terms, conditions, limitations and exclusions that apply to the ***Policy***. Take special note of the following:

- The ***Policy*** wording contains General Definitions, General Conditions and General Exclusions sections that apply to all ***types of cover*** under the ***Policy***.
- ***You*** should also note the Specific Definitions, Conditions and Exclusions that apply to each section of cover that may impact upon the compensation payable.
- An **Aggregate Limit of Liability, Aggregate Period, Elimination Period** or **Excess** may apply to one or more of the sections of the ***Policy***. Details are provided in the ***Policy*** wording.

An **Aggregate Limit of Liability** is the maximum amount ***we*** will pay for all claims arising during one ***Period of Insurance***. Limits will be shown in the ***Policy Schedule*** for the relevant cover selected**.**

An **Aggregate Period** is the maximum amount of time for which benefits will be payable. Different **Aggregate Periods** may apply based on application details and acceptance. Where applicable, such periods will be shown in the Table of Events or ***Policy Schedule*** for each ***type of cover*** in the ***Policy*** wording.

An **Elimination Period** is a period under the ***type of cover*** selected for which no Compensation is payable. Different **Elimination Periods** apply to particular events insured under the cover selected. Details are shown in the Table of Events and Compensation under each section of cover in the ***Policy*** wording**.**

An **excess** is the amount shown in the Table of Events or ***Policy Schedule*** that ***you*** or an ***insured person*** will have to pay for each and every loss under the applicable Section of the ***Policy***.

- Age limits apply to this insurance. These may vary based on application details and the type of educational institution to be insured. Please note, different age limits may apply. The applicable age limit will be shown in the relevant Sections of the ***Policy Schedule***.
- This PDS and ***Policy w***ording also contains important information about the rights and obligations of ***insured persons*** including information about Privacy, Duty of Disclosure, Dispute Resolution and the Code of Practice.
- The attached ***Policy*** wording may be varied by way of endorsement. Where applicable any such endorsement will be provided to ***you*** with the quotation.

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 number of ***insured persons***, the events and amounts insured, activities being undertaken 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, ***we*** will advise ***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***.

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***;
- on the date that an ***insured person*** leaves or ceases to be a registered student of ***yours;***
- the time the ***Policyholder*** requests that such ***insured person*** no longer has access to benefits under the ***Policy***;
- on the date an ***insured person*** attains an age that is outside the age limit specified in the ***Policy Schedule;*** or
- 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*** 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*** and/or ***dependent child(ren)*** ceases to be a ***spouse*** and/or ***dependent child(ren)*** of the ***insured person***.

We are not obliged to notify an ***insured person***, ***spouse*** and/or ***dependent child(ren)*** of termination of the ***Policy***.

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 persons in relation to the insurance;
- and is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- 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.

HOW TO MAKE A CLAIM

Information on claims can be found under the section titled 'General Conditions – 4. Claims Procedure' in the ***Policy*** wording. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional requirements may apply.

Claims should be submitted by email or posting to the addresses shown on the second page of this PDS, under the section titled *About Us*. In the event of claims under some sections of the ***Policy***, an Aggregate Period or an ***excess*** may apply.

Please refer to the ***Policy*** *wording* and ***Policy Schedule*** for further details about the above.

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 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, time on risk 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 (Incorporated in Nebraska, USA) 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 28th February 2020 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, the United Kingdom and the United States of America. 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 https://bhspecialty.com/privacy-policy/privacy-policy-australia/, or contact ***us*** by email at 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.

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.

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***.

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.

To see how the Code applies ***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 and the APRA hotline on 1300 55 88 49.

WORDS WITH SPECIAL MEANING

Words that appear in bold 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***.

FURTHER INFORMATION AND CONFIRMATION OF TRANSACTIONS

If ***you*** require any further information about this insurance or wish to confirm a transaction, please ask ***your*** broker to contact ***us***.

Policy Wording

KEY BENEFITS OF YOUR POLICY

The Independent Schools Personal Accident Insurance provides ***you*** with a selection of ***types of cover*** to cater for ***your*** school's insurance needs. There are three main ***types of cover*** available under this policy:

Cover 1 - Personal accident insurance – school students and staff cover;

Cover 2 - Personal accident insurance - voluntary workers cover; and

Cover 3 - Personal accident and sickness insurance - key persons cover.

Each ***type of cover*** can be selected individually or in combination and is subject to acceptance of the risk by ***us***. Cover is limited to the benefits and maximum sums insured listed in the ***Policy Schedule*** and is subject to the terms, conditions and exclusions in the ***Policy*** wording**.**

A summary of some of the key benefits of these ***types of cover*** can be found below. ***You*** should be aware that this is a summary of cover only and the ***Policy*** is subject to the terms and conditions, limits and exclusions in the ***Policy***. ***You*** should read the ***Policy*** carefully to ensure it meets ***your*** requirements.

All benefits and benefit amounts shown in this ***Policy*** are per ***insured person*** limits payable in Australian Dollars. In some cases sub-limits apply or the benefits may not be available to ***you***.

TYPES OF COVER

COVER 1 - PERSONAL ACCIDENT INSURANCE COVER – SCHOOL STUDENTS AND STAFF COVER

Section 1. Capital Benefits Expenses

Covers the accidental death, ***permanent*** disability and specified ***permanent total loss*** to an ***insured person*** as a result of ***injury***.

Section 2. Additional Benefits

Bed Care Patient Benefit

Provides a set daily benefit if an ***insured person*** becomes a ***bed care patient*** as a result of an ***injury.***

Injury Assistance Benefit

Provides a limited weekly reimbursement for the costs of hiring ***domestic help and child minding services*** or extra transportation expenses as a result of ***injury*** of an ***insured person.***

Broken and/or Fractured Bones Benefit

Provides a lump sum payment for specific broken and/or fractured bones of an ***insured person*** as a result of ***injury.***

Internal injuries Benefit

Provides a lump sum payment for specified internal injuries of an ***insured person*** as a result of ***injury.***

Dislocation Benefit

Provides a lump sum payment for specific dislocations suffered by an ***insured person*** as a result of ***injury.***

Dental Expenses Benefit*

Provides reimbursement for the loss of or damage to a natural tooth/teeth of an ***insured person*** as a result of ***injury*** (except where such reimbursement is prohibited by law)*.

Dental Cash Benefit – Milk teeth

Provides a lump sum payment in the event of ***injury*** to milk or first teeth of an ***insured person***.

Student Tutoring Expenses Benefit

Provides a weekly payment for tutoring of an ***insured person*** as a result of ***injury.***

Fee Relief Benefit

Provides a limited payment for school term tuition fees in the event of the death of an ***insured person's*** guardian or ***benefactor*** as a result of ***injury.***

Overseas Medical Expenses Benefit

Provides limited reimbursement of ***overseas medical expenses*** incurred by an ***insured person*** whilst travelling outside Australia.

Emergency Transport Benefit*

Provides limited costs for an ***insured person*** to travel in ***emergency transportation*** as a result of an ***injury*** or illness (except where such reimbursement is prohibited by law)*.

Non-Medicare Medical Expenses Benefit*

Provides reimbursement of ***non-medicare medical expenses*** incurred by an ***insured person*** as a result of ***injury*** (except where such reimbursement is prohibited by law)*.

Clothing (including spectacles) and/or Sport Equipment Benefit

Cover for the lost or damaged clothing (including spectacles) worn and/or sporting equipment being used by the ***insured person*** in the course of an ***injury*** or during treatment for such ***injury.***

Psychological Trauma Expense Benefit*

Cover for psychological trauma expense incurred as a result of an ***insured person*** suffering a ***temporary total disablement*** caused by a ***traumatic event*** (except where such reimbursement is prohibited by law)*.

Parent/Guardian Visitation

Necessary and reasonable travel and accommodation expenses incurred by an ***insured person's*** parent(s) to visit the ***insured person*** hospitalised due to an ***injury*** or illness.

Accidental H.I.V. Infection Benefit

Compensation of $25,000 if the ***insured person*** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection in specified circumstances.

Loss of Income

Loss of ***income*** of an ***insured person's*** parent or legal guardian who is required to care for the ***insured person*** following a covered ***injury***.

Surgical Benefit

Cover up to $2,500 for treatment of an ***insured person's injury*** resulting directly in a surgical procedure. Only when the ***injury*** is not covered elsewhere in the ***Policy.***

Section 3. Kidnap, Ransom and Extortion

Cover for the ***kidnapping*** or alleged ***kidnapping*** of an ***insured person***, or ***extortion*** threats to an ***insured person*** during the ***Period of Insurance***.

* Cover will be provided for:

(i) volunteers, staff, students and parents/guardians of the students taking part in sporting and youth activities;

(ii) students participating in activities organised and supervised by ***you***.

Please note that ***we*** will not provide cover or pay for a loss which would result in ***us*** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) (as amended or replaced) or any other applicable legislation and any regulations made thereunder (whether in Australia or otherwise).

Additional Benefits for Option 1 and 2

For Option 1 and 2, there is an optional extension for reimbursement of school/boarding fees due to ***injury*** or illness for up to two (2) School terms in any one year.

This additional benefit is available upon request - premium to be agreed by ***us***.

COVER 2 - PERSONAL ACCIDENT INSURANCE - VOLUNTARY WORKERS COVER

Section 1. Capital Benefits

Cover for ***injury*** resulting in Events such as death, specified ***permanent*** disability and ***permanent total loss***, fractured leg and disfigurement due to burns.

Section 2. Weekly Injury Benefit

Cover for weekly ***injury*** Benefit for ***injury*** resulting in ***temporary total disablement***.

Section 3. Non-Medicare Medical Expenses

Provides compensation for specified ***non-medicare medical expenses*** incurred as a result of ***injury***.

Section 4. Broken Bones Benefits

Provide compensation for ***injury*** resulting in specified broken bones.

Additional benefits are also available under Cover 2.

COVER 3 - PERSONAL ACCIDENT AND SICKNESS INSURANCE - KEY PERSONS COVER

Section 1. Capital Benefits

Cover for ***Injury*** resulting in death, ***permanent total disablement*** and specified ***permanent total loss***.

Section 2. Weekly Injury Benefit

Provides weekly ***Injury*** benefit for ***Injury*** resulting in ***temporary partial disablement*** or ***temporary total disablement***.

Section 3. Weekly Sickness Benefit

Provides weekly ***sickness*** benefit, for ***sickness*** causing ***temporary partial disablement*** or ***temporary total disablement***.

Additional benefits are available under Cover 3.

GENERAL DEFINITIONS THAT APPLY TO ALL TYPES OF COVER

The following general definitions apply for the purpose of ***types of cover*** of the ***Policy*** words with a special meaning are shown in this policy wording in ***bold italic*** font.

Benefactor means the person, not being a ***parent*** or ***guardian***, who paid the ***insured person's*** school tuition fees for the previous school term.

Domestic help and child minding services means the actual costs incurred for reasonable and necessary professional services carried out by persons other than a ***relative*** or persons permanently residing with the ***insured person***, to help the parent(s) or guardian of the *injured* ***insured person*** with household duties or to look after and attend the needs of the *injured* ***insured person*** that are normally carried out by the ***insured person's*** parent(s) or guardian but which due to the ***insured person's injury***, the parent(s) or guardian are unable to do so, provided such services are certified by the ***insured person's*** legally qualified and registered medical practitioner as being necessary for the ***insured person's*** recovery.

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.

Elimination period means the period, commencing with the first day of ***temporary total disablement*** or ***temporary partial disablement*** for which medical treatment was sought, during which no Compensation is payable.

Established non-union means the failure of a fracture to unite despite appropriate medical treatment and within a time frame based on the nature and location of the fracture.

Excess means the first amount of each and every loss payable by ***you*** or the ***insured person***. This amount, if applicable, will be shown in the Table of Events and Compensation for each ***type of cover*** and it will also be shown in the Schedule of Compensation in the ***Policy Schedule***.

Fingers, thumbs or toes means the digits of a ***hand*** and ***foot***.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Income means:

(a) as regards a salaried ***insured person***, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

(b) as regards a T.E.C. (i.e. total employee cost) or salary package ***insured person***, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

(c) as regards a self-employed ***insured person***, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12 calendar month period immediately preceding the ***injury*** or ***sickness*** giving rise to the claim under the ***Policy***.

Insured person means any person(s) who come within the description of the ***insured persons*** appearing in the ***Policy Schedule***, who are nominated by ***you*** from time to time for insurance under the ***Policy*** and with respect to whom premium has been paid or agreed to be paid.

Limb means any part of the arm between the shoulder and the wrist or any part of the leg between the hip and the ankle.

Non-medicare medical expenses means expenses that are not subject to any full or partial Medicare rebate nor recoverable by ***you*** or by an ***insured person*** from any other source and incurred within twenty four (24) calendar months of an ***insured person*** sustaining ***injury*** and paid by ***you*** or an ***insured person*** on behalf of an ***insured person*** for treatment certified necessary by a legally qualified medical practitioner to a registered private hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless it is necessarily incurred to sound and natural teeth, other than first teeth or dentures, and is caused by ***injury***.

However, ***non-medicare medical expenses*** do not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by an ***insured person*** after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

Non-medicare medical expenses also do not cover rehabilitation expenses which are not direct treatment, such as equipment or sporting membership.

Provided that ***we*** shall not be liable to make any refund in respect of:

(a) any expenses recoverable by ***you*** or by an ***insured person*** from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the ***excess*** of the amount recoverable from such other insurance/plan or source;

(b) any expense which would result in ***us*** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) (as amended or replaced) or any other applicable legislation and any regulations made thereunder (whether in Australia or otherwise)

(c) more than the percentage specified in the Table of Events and Compensation for Cover 1 or the Table of Events for Cover 2 (as applicable) of the amount of each claim made after deduction of the amount applicable in Item (a) above and deduction of the amount of ***excess*** specified in the Schedule; or

(d) any expense which ***we*** are prohibited by law from paying.

Provided that ***our*** total liability shall not exceed in the aggregate the amount specified in the ***Policy Schedule*** or the ***Policy*** wording.

Paraplegia means ***permanent*** and entire paralysis of both legs and part or whole 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 lasting twelve (12) calendar months from the date of occurrence and at the end of that period being beyond hope of improvement.

Policy means ***our*** contract with the ***Policyholder*** and includes the ***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.***

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

Professional sport means any sport for which an ***insured person*** receives any fee or monetary rewards as a result of his or her participation.

Quadriplegia means ***permanent*** and entire paralysis of both legs and both arms.

Relative means the ***spouse***, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half- sister, aunt, uncle, niece or nephew of the ***insured person***.

Spouse means the husband or wife or any de facto partner with whom the ***insured person*** has continuously lived during the 3 months immediately prior to the Event giving rise to a claim under the ***Policy.***

Temporary partial disablement means in respect of voluntary workers/employees of the ***insured*** that as a result of ***injury*** the ***insured person*** is wholly and continuously prevented from engaging in more than 50% of their usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than the ***insured person***.

Temporary total disablement:

(a) in respect of ***your*** students means that as a result of ***injury*** an ***insured person*** is wholly and continuously prevented from attending all of that ***insured person's*** usual school classes and school activities and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than an ***insured person*** or a ***relative***.

(b) in respect of ***your*** voluntary workers or employees means that as a result of ***injury*** the ***insured person*** is wholly and continuously prevented from engaging in his/her usual occupation and not engaged in any other occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than the ***insured person*** or a ***relative***.

Terrorist act means any actual or threatened use of force or violence directed at or causing damage, ***injury***, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered ***terrorist acts***.

A ***terrorist act*** shall also include any act which is verified or recognised by the relevant Government as an act of terrorism.

Total loss means, in relation to:

(a) an ***insured person's*** body part or ***limb***, ***hand, foot, finger*** or ***toe***, the ***permanent*** physical severance or entire loss of the use thereof;

(b) an eye, the ***permanent,*** entire and irrecoverable loss of all sight in the eye;

(c) hearing, the ***permanent,*** entire and irrecoverable loss of hearing; and

(d) speech the ***permanent*** and irrecoverable loss of the ability to speak.

Type(s) of cover means

- Cover 1 - Personal accident insurance – school students and staff cover;
- Cover 2 - Personal accident insurance – voluntary workers cover;
- Cover 3 - Personal accident and sickness insurance – key persons cover;

offered in this Independent Schools Personal Accident Insurance.

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

We/our/us means Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. ABN 84 600 643 034, AFS Licence No. 466713).

You/your means the educational institution specified in the ***Policy Schedule*** and is the ***Policyholder***.

GENERAL EXCLUSIONS THAT APPLY TO ALL TYPES OF COVER

We will not pay under any Section of all ***types of cover*** of the ***Policy*** for claims arising directly or indirectly out of:

1. an ***insured person's*** intentional self-injury or suicide;
2. Any criminal or intentional illegal act of ***you*** or the ***insured person(s)***;
3. Training for or participating in ***professional sports*** of any kind;
4. Air travel except as a passenger in a properly licensed aircraft;
5. An ***insured person's*** deliberate exposure to exceptional danger unless in an attempt to preserve life, his/her own or others;
6. pregnancy, childbirth or miscarriage;
7. driving or riding in any kind of race in or on any motor powered conveyance;
8. sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection. This General Exclusion does not apply to Accidental H.I.V. Infection as described under:
   a) Cover 2 - Special Provisions - Additional Benefits that apply to all sections of Cover 2 - 2. Accidental H.I.V. Infection Benefit; and
   b) Cover 3 - Special Provisions – Additional Benefits that apply to all sections of Cover 3 - 5. Accidental H.I.V. Infection Benefit;
9. any circumstance in respect of which provision of cover, payment of a claim or provision of a benefit would under this ***Policy*** expose ***us*** to 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.
10. amounts payment of which would result in ***us*** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) (as amended or replaced) or any other applicable legislation and any regulations made thereunder (whether in Australia or otherwise).

GENERAL CONDITIONS THAT APPLY TO ALL TYPES OF COVER

1. **Assignment**

   The ***Policy*** and any rights there under cannot be assigned by ***you*** or an ***insured person*** without ***our*** agreement and prior written consent.

2. **Australian Law**

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

3. **Cancellation**

   The ***Policyholder*** may cancel the ***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 reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) by issuing a notice in writing in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

   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*** in the current ***Period of Insurance.***

4. **Claims Procedure**

   (a) Written notice of claim must be given to ***us*** at any of ***our*** offices in Australia within thirty (30) days after the occurrence of any Event in respect of which a claim has arisen or may arise.

   (b) All certificates and evidence required by ***us*** shall be furnished at the expense of the ***insured person*** or ***you*** for any claimant hereunder and shall be in such form and of such nature as ***we*** shall prescribe.

   (c) ***We*** may have the ***insured person*** medically examined at ***our*** expense when and as often as ***we*** may reasonably require after a claim has been made. In the event of the ***insured person's*** death, ***we*** may arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

5. **Currency**

   All amounts shown in the ***Policy*** are in Australian currency (AUD). If expense or losses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian currency (AUD) will be the rate at the time of incurring the expense or suffering the loss.

6. **Fraud**

   Any fraud, mis-statement or concealment by the ***insured person*** and/or ***you*** either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim there under may give ***us*** the rights provided for in the Insurance Contracts Act, including the right to refuse or reduce payment of any claim and to cancel or avoid the ***Policy*** where applicable.

7. **Tax or Imposts**

   Where ***we*** are, or believe ***we*** will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with the ***Policy***, ***we*** may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under the ***Policy*** in the manner and to the extent ***we*** determine to be appropriate to take account of the tax or impost.

8. **Subrogation**

   If ***we*** make any payment under the ***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 a claim where ***you*** or the ***insured person*** 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 claim in the ***Policyholder's*** 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 compensation or become involved in litigation without ***our*** approval.

9. **Automatic Extensions**

We will automatically extend the ***insured person's*** cover for up to 3 calendar months from the date of the ***insured person's*** expected return to their ***country of residence*** if such return is deferred due to delay of transport or the ***insured person's*** inability to ***travel*** due to an ***injury*** or ***sickness*** for which a claim is payable under the ***Policy***.

10. **Claim Offset**

Except for Section 5A Capital Benefits – Events 1-19 inclusive and Sections 5C – Surgical Benefits for Injury and 5D – Surgical Benefits for Sickness of the Policy, there is no cover under the ***Policy*** for any loss or event or liability which is covered under any other insurance policy, health or medical scheme, Act of Parliament or that is payable by any other source.

We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what ***you*** or the ***insured person*** would be otherwise entitled to recover under the ***Policy***, where permissible under law.

11**. Reasonable Precautions**

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

12. **GST**

When a payment is made under this ***Policy*** for the acquisition of goods, services or other supply, the amount of the payment will be reduced by the amount of any input tax credit that the ***insured person*** is, or will be, or would have been entitled to recover under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When a payment is made under this ***Policy*** as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that the ***Policyholder*** is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

Cover 1 – Personal Accident Insurance Cover – School Students and Staff Cover

Age Limits that apply to all sections of Cover 1:

This Personal Accident insurance – school students and staff cover does not cover any event which happens to an ***insured person*** unless at the date of such event, they are between the ages set out in the ***Policy Schedule.***

Section 1 and 2 – Capital Benefits and Additional Benefits

Specific Definitions that apply to Sections 1 and 2 of Cover 1:

In addition to the General Definitions that apply to all ***types of cover*** listed on pages 13-15, words with a special meaning in Section 1 and 2 of Cover 1 are listed below and are shown in ***bold italic*** font.

1. ***Activities of daily living*** mean*:*
   (a) "transferring" which means the ability of the ***insured person*** to move in and out of a chair or bed without the assistance of another person. The ***insured person*** will be considered to be able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used;
   (b) "dressing" which means the ability of the ***insured person*** to put on and take off all garments and medical braces or artificial ***limbs*** usually worn and to fasten and unfasten them, without the assistance of another person. The ***insured person*** will be considered to be able to dress themselves even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls;
   (c) "toileting" which means the ability of the ***insured person*** to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the assistance of another person. The ***insured person*** will be considered able to toilet themselves even if they have an ostomy and are able to empty it themselves, or if the ***insured person*** uses a commode, bedpan or urinal, and are able to empty and clean it without the assistance of another person;
   (d) "bathing/washing" which means the ability of the ***insured person*** to wash themselves either in the bath or shower or by sponge bath without the assistance of another person. The ***insured person*** will be considered to be able to bathe themselves even if the above tasks can only be performed in the bath or shower by using equipment or adaptive devices; and
   (e) "eating" which means the ability of the ***insured person*** to get nourishment into the body by any means once it has been prepared and made available to the ***insured person*** without the assistance of another person.
2. ***Authorised school sanctioned activities*** means regular school hours and/or participating in a sporting event or activity which has been sanctioned by the ***policyholder***, this includes direct travel to and from ***Authorised school sanctioned activities*** including any minor deviations.
3. ***Bed care patient*** means an ***insured person*** who is confined in a bed under the regular daily attendance and care of a professional carer (not a ***relative***) directly resulting from a covered ***injury*** and certified as necessary by a legally qualified medical practitioner. This does not include confinement in any of the following institutions in which an ***insured person*** resides at the time of the ***injury*** giving rise to the claim – nursing or convalescent home, a geriatric ward, a mental institution, a rehabilitation or extended care facility for the elderly.
4. ***Emergency transport*** means the actual costs incurred by the ***insured person***, as a result of an ***injury*** or illness, to travel in a vehicle, vessel or aircraft licensed to transport sick or injured persons for the purpose of obtaining urgent medical treatment at a registered medical facility.
5. ***Extra public transport expenses*** means the additional public transport costs incurred by the ***insured person*** to travel to and/or from the medical practitioner's surgery to have treatment for the ***injury*** or travel to and/or from school as a result of ***injury***.
6. ***Hospital*** (in respect of ***overseas medical expenses***) means any institution (located outside Australia) lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having twenty-four (24) hours a day nursing service and medical supervision, but does not include any institution used primarily as a nursing or convalescent home, a place of rest, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.

7. ***Injury*** means a physical injury caused by external and visible means which occurs fortuitously whilst this insurance is in force and which results solely and directly and independently of any pre- existing conditions or other cause in any of the Events specified in the Table of Events and Compensation for Cover 1 or the Table of Events for Cover 2 (as applicable) within twelve (12) calendar months from the date of its occurrence.
8. ***Loss of independent existence*** means when as a result of an ***injury*** an ***insured person*** is unable to perform two (2) or more of the ***activities of daily living***.
9. ***Outside schools hours*** means activities which are not sanctioned by the ***policyholder***.
10. ***Overseas medical expenses*** means expenses incurred outside the territorial limits of Australia within twenty four (24) calendar months of an ***insured person*** sustaining ***injury*** and paid by the ***insured person***, their parent or guardian or ***you*** on that ***insured person's*** behalf for treatment certified necessary by a legally qualified and registered medical practitioner to a physician, surgeon, nurse, ***Hospital*** and/or ambulance service for medical, surgical, x-ray, ***Hospital*** or nursing treatment but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth (excluding first teeth and dentures) and is caused by ***injury***.

    We shall not be liable to make any refund in respect of:
    1. any expenses recoverable by the ***insured person*** or ***you*** from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
    2. for the ***excess*** amount specified in the Table of Events and Compensation for ***overseas medical expenses*** for Cover 1;
    3. any expense, which ***we*** are prohibited by law from paying; or
    4. any expenses incurred for overseas trips which exceed one hundred and eighty (180) days in duration.

    Our total liability shall not exceed the amount specified in the Table of Events and Compensation for Cover 1.
11. ***Serious sickness*** means a terminal condition diagnosed during the ***Period of Insurance*** and an ***insured person's Effective Period of Cover*** by a legally qualified medical practitioner not being the ***insured person*** or a ***relative***, and does not include any condition for which the person on whom the claim depends has received daily medical treatment, medication, has required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) or received a diagnosis for, in the 12 months immediately prior to the ***insured person's Effective Period of Cover***.
12. ***Student tutoring expenses*** means the actual expenses necessarily incurred for professional tutorial services of a suitably qualified teacher holding a current teaching certificate equal to the level of education currently undertaken by an ***insured person***, who as a result of ***injury*** is wholly and continuously prevented from attending their normal studies at an educational institution in Australia. Provided such absence is certified by that ***insured person's*** legally qualified and registered medical practitioner, who is not the ***insured person*** or a ***relative***, as being necessary for that ***insured person's*** recovery.
13. ***Traumatic events*** means the:
    (a) *accidental death of an* **insured person's relative;**
    (b) serious accident involving the ***insured person*** and/or the ***insured person's relative*** that necessitated a period of hospitalisation exceeding 10 consecutive days; or
    (c) unexpected and sudden ***serious sickness*** of the ***insured person's relative***.
    (d) the ***insured person*** witnesses an accident or unexpected and sudden ***serious sickness*** involving another person and as a result the ***insured person*** requires professional counselling.

Exposure

If any of the Events listed in the Table of Events and Compensation for Cover 1, Section 1 or 2 occurs as the result of unexpected exposure to the elements following an ***injury***, ***we*** will assume that an ***insured person*** has sustained ***injury*** as defined and will pay the Compensation specified for such Event.

Disappearance

If an ***insured person's*** body has not been found within twelve (12) calendar months after the date of the disappearance, sinking or wrecking of the conveyance in which that ***insured person*** was travelling at such date, ***we*** will assume that the ***insured person*** died as the result of ***injury*** and will pay the Compensation specified under the Table of Events and Compensation for Cover 1 – Section 1, Capital Benefits, Event 3 (Death) of the ***Policy***, subject to receipt of a signed undertaking by ***you*** or the person to whom the Compensation has been paid that any such Compensation shall be refunded if it is later demonstrated that the ***insured person*** did not die as a result of an ***injury***.

Specific Exclusions that apply to Sections 1 and 2 of Cover 1:

In addition to General Exclusions that apply to all types of cover listed on page 15, ***we*** will not pay under Sections 1 and 2 of Cover 1 of this ***Policy*** for claims arising directly or indirectly out of:

1. sickness, disease or any kind of infection however contracted, even if through ***injury***. This exclusion however, does not apply to sickness or disease directly resulting from medical or surgical treatment rendered necessary by an ***injury*** or to infection directly resulting from an ***injury***, provided that in each case the ***injury*** itself is covered. This exclusion also does not apply in relation to Section 2 – Additional Benefits - Event 29 Fee Relief, Event 31 ***Emergency Transport*** Benefit and Event 35 - Parent/Guardian Visitation Benefit; or
2. radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

Special Provisions that apply to Sections 1 and 2 of Cover 1:

1. The Compensation payable under Section 1, Capital Benefits of the Table of Events and Compensation for Cover 1 – Event 3 (Death) shall be payable to ***you,*** any other Compensation payable under Cover 1 shall be payable to an ***insured person*** or the ***insured person's*** parent(s) or guardian if they have incurred the expense on behalf of the ***insured person***.
2. Compensation shall not be payable for more than one of the Events 1-20 listed in the Table of Events and Compensation for Cover 1 Section 1 in respect of the same ***injury***, in which case the Event with the highest Compensation amount will be paid.
3. Should an ***insured person*** sustain ***injury***, which results in any one of the Events 1 to 9 (inclusive) and Event 20 as described in the Table of Events and Compensation for Cover 1 Section 1 – Capital Benefits there shall be no further liability for that ***insured person*** under the ***Policy*** for any ***injury*** sustained thereafter.
4. Compensation shall not be payable:
   (a) in excess of the Aggregate Period shown against such Events in respect of any one ***injury***; and
   (b) unless the ***insured person*** shall as soon as possible after the happening of any ***injury*** likely to give rise to a claim under the ***Policy*** procure and follow proper medical advice from a legally qualified and registered medical practitioner.
5. If, as a result of ***injury*** Compensation is payable under Section 2, Additional Benefits of the Table of Events and Compensation for Cover 1 hereunder and if during their ***Effective Period of Cover*** and the ***Period of Insurance***, an ***insured person*** suffers recurrence of ***temporary total disablement*** from the same or related cause or causes, the subsequent period of ***temporary total disablement*** will be deemed a continuation of the prior period unless in between such periods an ***insured person*** has been certified fit for at least six (6) consecutive months, in which case such ***temporary total disablement*** shall be deemed the result of a new ***injury*** and subject to a new ***elimination period*** and Aggregate Period.
6. The Compensation payable for concussion under Section 1, Capital Benefits of the Table of Events and Compensation for Cover 1 – Event 23 (j) (concussion) shall be payable providing the ***insured person*** suffers a concussion during their ***Effective Period of Cover*** and the ***Period of Insurance*** and within 7 days of the ***injury*** likely to give rise to a claim under the ***Policy*** procure documentary evidence of the ***injury*** from a legally qualified and registered medical practitioner who is not the ***insured person*** or a ***relative.***
7. In relation to Section 2, Additional Benefits of the Table of Events and Compensation for Cover 1, Event 30 – ***overseas medical expenses*** of the ***Policy***, an ***insured person*** will not be covered for any expenses incurred for overseas trips which exceed one hundred and eighty (180) days in duration. Where a claim is made in relation to a benefit available under this Event of the ***Policy***, the ***insured person*** must follow BHSI Care and Concierge's advice or instruction otherwise ***we*** may decline to pay part or all of that ***insured person's*** claim. In the event of an emergency overseas, BHSI Care and Concierge can be contacted (reverse charge) on +61 2 9119 6366.
8. Aggregate Limit Of Liability
   (a) Except as provided under 8(b), ***our*** total liability for all claims arising under the ***Policy*** during any ***Period of Insurance*** shall not exceed the amount set out in ***Policy Schedule***.
   (b) ***Our*** total liability for claims arising under Cover 1 during any ***Period of Insurance*** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in the ***Policy Schedule***.

Table of Events and Compensation for Section 1 and 2 of Cover 1 – Personal Accident Insurance – School Student and Staff:

You can select from two levels of Compensation payable under Cover 1 as shown in the Table of Events and Compensation for Section 1 and 2 of Cover 1 below. The option you select will be shown in the Policy Schedule.

Section 1 – Capital Benefits

The *Events* *Injury* as defined, resulting in:	The Compensation (Each *Insured Person)*			
	Option 1: *Authorised school sanctioned activities*	**Option 1:** *Outside school hours*	**Option 2:** *Authorised school sanctioned activities*	**Option 2:** *Outside school hours*
1. ***Permanent quadriplegia***	$750,000	$187,500	$1,250,000	$312,500
2. ***Permanent paraplegia***	$750,000	$187,500	$1,250,000	$312,500
3. Death	$50,000	$50,000	$50,000	$50,000
4. ***Permanent loss of independent existence***	$750,000	$187,500	$1,250,000	$312,500
5. ***Permanent total loss*** of entire sight of both eyes	$350,000	$87,500	$1,000,000	$250,000
6. ***Permanent total loss*** of entire sight of one eye	$150,000	$37,500	$500,000	$125,000
7. ***Permanent total loss*** of use of two ***limbs***	$300,000	$75,000	$1,000,000	$250,000
8. ***Permanent total loss*** of speech	$100,000	$25,000	$150,000	$37,500
9. ***Permanent total loss*** of use of one ***limb***	$150,000	$37,500	$500,000	$125,000
10. ***Permanent total loss*** of hearing in both ears	$150,000	$37,500	$750,000	$187,500
11. ***Permanent total loss*** of hearing in one ear	$50,000	$12,500	$150,000	$37,500
12. ***Permanent total loss*** of use of four ***fingers*** and ***thumb*** of either ***hand***	$80,000	$20,000	$250,000	$62,500
13. ***Permanent total loss*** of use of four ***fingers*** of either ***hand***	$50,000	$12,500	$100,000	$25,000
14. ***Permanent total loss*** of use of one ***thumb*** of either ***hand***				
(a) *Both joints*	$30,000	$7,500	$100,000	$25,000
(b) *One joint*	$15,000	$3,750	$50,000	$12,500

The *Events* *Injury* as defined, resulting in:	The Compensation (Each *Insured Person)*			
	Option 1: *Authorised school sanctioned activities*	**Option 1:** *Outside school hours*	**Option 2:** *Authorised school sanctioned activities*	**Option 2:** *Outside school hours*
15. ***Permanent total loss*** of use of ***fingers*** of either ***hand*** (a) *Both joints* (b) *Two joints* (c) *One joint*	 $50,000 $20,000 $10,000	 $12,500 $5,000 $2,500	 $50,000 $25,000 $15,000	 $12,500 $6,250 $3,750
16. ***Permanent total loss*** of use of ***toes*** of either ***foot*** (a) *All – one* ***foot*** (b) *Great – both joints* (c) *Great – one joint* (d) *Other than great, each* ***toe***	 $20,000 $15,000 $10,000 $5,000	 $5,000 $3,750 $2,500 $1,250	 $75,000 $25,000 $15,000 $10,000	 $18,750 $6,250 $3,750 $2,500
17. Shortening of leg by at least 5cm	$10,000	$2,500	$15,000	$3,750
18. Fractured leg or knee cap with ***established non-union***	$20,000	$5,000	$20,000	$5,000
19. Third degree burns and/or resultant disfigurement due to fire or chemical burns which cover (a) between 20% and 40% of the entire body, or (b) more than 40% of the entire body	 $250,000 $350,000	 $62,500 $87,500	 $500,000 $850,000	 $125,000 $212,500
20. ***Permanent*** partial disablement not otherwise provided for under Events 4 to 19 inclusive and 23-25 inclusive.	Such percentage of the maximum compensation which corresponds to the percentage reduction in whole bodily function as certified by not less than two (2) legally qualified medical practitioners one of whom shall be the ***insured person's*** treating doctor and the other shall be nominated by ***us***. In the event of a disagreement between them, a third legally qualified medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions.			

Section 2 – Additional Benefits

The *Events* ***Injury*** as defined, resulting in:	The Compensation (Each ***Insured Person***)	
	Option 1: *Authorised school sanctioned activities & Outside school hours*	**Option 2:** *Authorised school sanctioned activities & Outside school hours*
21. ***Bed care patient*** benefit for a period of more than twenty-four (24) hours as a result of ***injury.*** Aggregate Period for this Benefit is up to fifty-two (52) weeks.	$750 per week and part thereof, pro rata	$1,000 per week and part thereof, pro rata
22. Injury Assistance Benefit – in the event of an ***insured person*** suffering ***temporary total disablement***, ***we*** will reimburse ***domestic help*** and ***child minding services*** and/or ***extra public transport expenses*** certified as necessary by the ***insured person's*** legally qualified and registered medical practitioner. ***Elimination period*** is seven (7) days per ***injury***	Up to $450 per week	Up to $550 per week
23. ***Injury*** resulting in broken and/or fractured bones of the:		
(a) ***finger*** or ***toe*** (each)	$200	$250
(b) ***hand*** or ***foot***	$200	$250
(c) arm, elbow, wrist, leg, ankle or knee;		
(i) simple fractures	$500	$550
(ii) compound or complicated fractures	$1,000	$1,000
(d) collarbone	$500	$550
(e) breastbone	$500	$550
(f) rib (each)	$200	$250
(g) cheekbone or nose	$500	$550
(h) jaw, shoulder or eye socket	$1,000	$1,000
(i) skull, pelvis, hip, vertebrae of the neck or spine	$3,000	$5,000
(j) Concussion	$2,000	$3,000
The maximum amount payable any one event is:	**$75,000**	**$100,000**
Special Conditions (i) Compensation for an ***injury*** resulting in concussion will only be payable if the ***insured person*** seeks medical treatment by a registered and legally qualified medical practitioner no more than seven (7) days from the time and date of the event giving rise to the concussion.		
24. Internal Injuries ***Injury*** resulting in:	The maximum ***we*** will Pay any one Event is:	The maximum ***we*** will Pay any one Event is:
(a) torn ligament	$2,000	$3,000
(b) ruptured internal organ	$2,000	$3,000
(c) knee reconstruction	$2,500	$3,500
25. Internal Injuries Injury resulting in a dislocation of the:		
(a) hip	$500	$500
(b) knee	$250	$250
(c) shoulder blade	$250	$250
(d) collarbone or jaw	$250	$250
(e) ankle, elbow or wrist	$150	$250

The *Events* ***Injury*** **as defined, resulting in:**
26. Dental Expenses Benefit - Second Teeth (except where such payment is prohibited by law)* 100% of the actual cost incurred for loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations, provided that the expenses are incurred: (a) within twenty four (24) calendar months following the date of ***injury*** to permanent or second teeth, or (i) if at the completion of the twenty four (24) months following the ***injury*** a legally qualified medical or dental specialist certifies that the required treatment could not have been performed within the prescribed timeframe (24 months) for medical reasons but can be deferred and performed within the next twelve (12) months following the completion of the twenty four (24) months following the injury; or (ii) if at the completion of the twenty four (24) months following the ***injury*** a legally qualified medical or dental specialist certifies that the required treatment could not have been performed within the prescribed timeframe (24 months) for medical reasons and cannot be performed within the next twelve (12) months, we at our discretion will pay the expenses that are deemed reasonable and necessary by the legally qualified medical or dental specialist for completion of the required treatment. Payment will be based on the costs that would be incurred had the treatment been rendered at the conclusion of the twenty four (24) months immediately following the date the ***injury*** occurred. If we settle your claim under (1) or (2) above all liability will cease under this section of the ***Policy*** for this ***injury***. No cover is provided for milk or first teeth, dentures or fillings. The maximum amount payable for anyone injury is $5,000 or the remaining balance of the sum insured shown in the Schedule of Benefits, whichever is the lesser. (b) Lump Sum Dental Cash Benefit – Second Teeth. ***Injury*** resulting in chipped, broken teeth, loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations whereby cover cannot be legally provided under 26 (a) Dental Expenses Benefit, Compensation is only payable under one of events 26(a) or 26 (b) per ***injury***. Where we can legally provide Dental Expenses Benefit – Second Teeth claims will be assessed under this benefit. Loss of teeth, full or partial capping or repair of damaged teeth: We will pay $300 per tooth, up to a maximum of $5,000 per ***injury.*** Chipped or broken teeth: We will pay $150 per tooth, up to a maximum of $5,000 per ***injury.*** No cover is provided for milk or first teeth, dentures or fillings. The maximum amount payable for any one ***injury*** is $5,000 or the remaining balance of the sum insured shown in the Schedule of Benefits, whichever is the lesser. Compensation is only payable under one of events 26(a) or 26(b) per ***injury***. Where we can legally provide Dental Expenses Benefit – Second Teeth claims will be assessed under this benefit. * Cover will be provided for: (i) volunteers, staff, students and parents/guardians of the students taking part in sporting and youth activities; (ii) students participating in activities organized and supervised by ***you***; and (iii) cover includes direct travel to and from such activities.

The *Events* *Injury* as defined, resulting in:	The Compensation (Each *Insured Person)*	
	Option 1: *Authorised school sanctioned activities & Outside school hours*	**Option 2:** *Authorised school sanctioned activities & Outside school hours*
27. Dental Cash Benefit – Milk Teeth Lump sum payment, provided the Event occurs within twenty four (24) calendar months from the date of ***injury***	$100 per tooth	$100 per tooth
28. ***Student tutoring expenses*** Benefits Elimination Period is seven (7) days per ***injury***	Up to $350 per week	Up to $450 per week
29. Fee Relief – Following the death by ***injury*** of the parent, guardian, or ***benefactor*** of an ***insured person*** who is a student ***we*** will pay the annual school tuition fees up to the fixed sum specified for the option chosen per term per ***insured person(s)*** for a maximum of four (4) school terms while the insured person(s) remains enrolled with ***you***. The maximum we will pay is $20,000 for option one or $25,000 for option two per ***insured person***. ***We*** will require proof of financial transactions to substantiate entitlement under this benefit.	$5,000 per student per term $20,000 maximum in all	$6,250 per student per term $25,000 maximum in all
30. ***Overseas Medical Expenses*** Benefit Excess each and every loss will be shown in the ***Policy***	$7,500	$10,000
31. ***Emergency transport*** Benefit (due to ***injury*** or illness) (except where such reimbursement is prohibited by law)*	$5,000 maximum per ***injury*** or illness	$7,500 maximum per ***injury*** or illness
32. ***Non-medicare medical expenses***, (except where such reimbursement is prohibited by law)* 100% of the actual cost incurred after deduction of the ***Policy excess*** to the maximum amount specified. Excess each and every loss is $Nil Please refer to Event 26 for Dental Expenses Benefit. * Cover will be provided for: (i) volunteers, staff, students and parents/guardians of the students taking part in sporting and youth activities; (ii) students participating in activities organised and supervised by ***you***. ***Non-medicare medical expenses*** do not mean any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by the ***insured person*** after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the "Medicare gap").	$7,500 maximum per ***injury***	$10,000 maximum per ***injury***
33. Clothing (including spectacles) and/or Sports Equipment ***We*** will pay for clothing worn and/or sporting equipment being used by the ***insured person*** that has been lost or damaged in the course of an ***injury*** or illness in the course of treating the ***injury*** or ***illness***.	$500 per ***injury*** or ***illness***	$500 per ***injury*** or ***illness***

The *Events* *Injury* as defined, resulting in:	The Compensation (Each *Insured Person)*	
	Option 1: *Authorised school sanctioned activities & Outside school hours*	**Option 2:** *Authorised school sanctioned activities & Outside school hours*
34. Psychological trauma expense (except where such reimbursement is prohibited by law)* We will pay for psychological trauma expense incurred as a result of an ***insured person*** suffering a ***temporary total disablement*** caused by a ***traumatic event*** provided: (a) the ***temporary total disablement*** occurs as a result of a sudden ***traumatic event***; and (b) such ***insured person*** is under the continuous care of a legally qualified registered psychiatrist or psychologist who is not the ***insured person*** or a ***relative***; and (c) such ***insured person*** have remained in Australia during the claim period. (d) the ***insured person*** witnesses an accident or unexpected and sudden ***serious sickness*** involving another person and as a result the ***insured person*** requires professional counselling. * Cover will be provided for: (i) volunteers, staff, students and parents/guardians of the students taking part in sporting and youth activities; (ii) students participating in activities organised and supervised by ***you;*** (iii) cover includes direct travel to and from such activities.	$30,000 any one event	$50,000 any one event
35. Parent / Guardian Visitation - Necessary and reasonable travel and accommodation expenses incurred by an ***insured person's*** parent(s) and/or guardian(s) as a result of travelling a distance greater than 50 kilometers from their normal place of residence to visit the ***insured person***, provided always that the ***insured person*** is hospitalised for at least 24 hours due to an ***Injury*** or Illness covered by the ***Policy***. *Cover is whilst on School Activities only.*	$2,500	$5,000

The *Events* *Injury* as defined, resulting in:

36. **Accidental H.I.V. Infection Benefit**

We will pay to the ***insured person*** Compensation of $25,000 if the ***insured person*** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

(a) as a direct result of ***injury*** caused by a physical and violent bodily assault by another person on the ***insured person*** while covered under Cover 1; or

(b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an ***insured person's*** covered ***injury*** or sickness while covered under Cover 1.

Special Conditions

(i) Compensation will only be payable if the ***insured person*** is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.

(ii) Compensation shall not be payable unless 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 no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.

(iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the ***insured person*** was ***not*** H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if ***you*** or the ***insured person*** fail to comply with or to provide the required level of proof.

37. **Loss of Income**

We will pay for the actual loss of ***income*** of an ***insured person's*** parent or legal guardian who, on the advice of a registered medical professional, is required to care for the ***insured person*** following a covered ***injury.*** The benefit payable is 100% of lost income up to $1,500 per week for a maximum of 10 weeks.

Cover is only available for one parent/legal guardian per event.

The *Events* ***Injury* as defined, resulting in:**	**The Compensation (Each *Insured Person)***	
	Option 1: *Authorised school sanctioned activities & Outside school hours*	**Option 2:** *Authorised school sanctioned activities & Outside school hours*
38. **Surgical Benefit** ***Injury***, not covered elsewhere in this ***Policy***, resulting directly in a surgical procedure for treatment of the ***injury*** up to a maximum of : We will not pay for any claim which arises directly or indirectly: 1. from or is caused by any type of illness, disease, infection or contagion, even if contracted through an ***injury;*** 2. from an elective or cosmetic procedure.	$2,000	$2,500

Section 3 – Kidnap, Ransom and Extortion

We will indemnify ***you*** or the ***insured person*** or their parent, ***benefactor*** or guardian (referred to as the relevant person below) for Covered Losses incurred by them specified below due to the Insured Events specified below that occur during an ***insured person's Effective Period of Cover*** and the ***Period of Insurance***, subject to the terms, conditions and exclusions of the ***Policy***.

Specific Definitions that apply to Section 3 of Cover 1:

In addition to the General Definitions that apply to all ***types of cover*** listed on pages 13-15, words with a special meaning in Section 3 of Cover 1 are listed below and are shown in ***bold italic*** font.

Advisory means a formal recommendation of the ***appropriate authorities*** that an ***insured person*** or a class of persons including them, leave, or refrain from travelling to a particular country or locality.

Appropriate authorities means the United States Department of State, the Foreign Office of the United Kingdom, the Australian/New Zealand Foreign Office or similar authority of ***your*** country.

Extortion means any threat or connected series of threats to:

(a) kill, physically injure or kidnap an ***insured person***; or

(b) damage the property of an ***insured person***,

communicated for the purpose of demanding ***ransom monies***, where the ***ransom monies*** are not in the possession of the ***insured person*** at the time of the threat.

Hijacking means the illegal holding under duress, for a period in excess of six (6) hours, of an ***insured person*** whilst travelling on any aircraft, motor vehicle, waterborne vessel or similar conveyance.

Informant means any person, other than an ***insured person***, providing information not otherwise obtainable, solely in return for a reward offered in relation to an ***insured person***.

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more ***insured persons*** (except a minor by their parent or guardian) for the purpose of demanding ***ransom monies***.

Premises means that portion of any building occupied by ***you*** as a place to conduct business or a residence occupied by an ***insured person***.

Ransom monies means any monies which the relevant person has paid (or lost in-transit/delivery) under circumstances described in Insured Events A or C. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

Victim means an ***insured person*** who is the subject of an Insured Event.

Wrongful Detention means the arbitrary or capricious involuntary confinement of an ***insured person*** (without demanding ***ransom monies***) by person(s) acting as agents(s) of or with the tacit approval of any government or government entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of ***wrongful detentions*** will be considered one ***wrongful detention***.

Insured Events that apply to Section 3 of Cover 1:

A. **Kidnap and Ransom/Extortion and Personal Assets**

1. ***Kidnapping*** or alleged ***kidnapping*** of ***insured persons***; and
2. ***extortion*** threats to ***insured persons***.

B. **Wrongful Detention**

The ***wrongful detention*** of ***insured persons***.

C. **Hijacking**

The ***hijacking*** of any aircraft, motor vehicle or waterborne vessel or similar conveyance on which an ***insured person*** is travelling.

Covered Losses that apply to Section 3 of Cover 1:

A. **Ransom Monies**

Ransom monies paid by the relevant person with their approval resulting directly from a ***kidnapping*** or ***extortion*** occurring during the an ***insured person's Effective Period of Cover*** and ***Period of Insurance***.

B. **In-Transit/Delivery**

Loss of ***ransom monies*** due to destruction, disappearance, confiscation or wrongful appropriation while being delivered to person(s) demanding the ***ransom monies*** by anyone who is authorised by the relevant person paying them to have custody of them; provided, however, that the ***kidnapping*** or ***extortion*** which gave rise to the delivery is insured under this Section 3.

C. **Expenses**

Any reasonable and necessary expenses incurred and paid by the relevant person with their approval solely and directly as a result of an Insured Event covered under this Section 3, including but not limited to:

1. the amount paid as reward to an ***informant*** for information relevant to any covered Insured Event;
2. interest costs for a loan from a financial institution made to the relevant person for the purpose of paying ***ransom monies***;
3. reasonable costs of travel and accommodation as follows;
   (a) costs incurred by the relevant person while attempting to negotiate an incident covered under an Insured Event;
   (b) travel costs of a ***victim*** to join their immediate family upon their release;
   (c) travel costs to evacuate, or hotel costs of, an ***insured person*** and/or ***relatives*** living in the same household as the ***insured person*** who is the ***victim***;
4. reasonable and necessary medical and psychiatric services and hospitalisation costs, incurred by the relevant person as a result of a covered Insured Event within thirty-six (36) months of either the release of the ***victim*** or the last credible ***extortion*** threat made during the ***insured person's Effective Period of Cover*** and ***Period of Insurance***. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, cost of cosmetic surgery, and expense of confinement for such treatment. Cover under this paragraph is also extended to other persons involved in the handling or negotiation of a covered Insured Event;
5. reasonable and necessary fees and expenses of independent forensic analysts engaged by the relevant person;
6. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the ***victim*** and relevant person;
7. reasonable and necessary fees and expenses of a qualified interpreter assisting the relevant person in the event of a covered Insured Event;
8. increased costs of security due to a covered Insured Event including but not limited to hiring of security guards, armoured vehicles and overtime pay to existing security staff, for a period of up to ninety (90) days, provided however that the independent security consultant(s) approved by ***us*** have specifically recommended such security measures; and
9. any other reasonable expenses incurred by ***you*** or an ***insured person***.

D. **Consultants**

Reasonable fees and expenses of any independent security consultants or other public relations or crisis consultants, where the consultant and their fees and expenses have been approved by ***us***.

Maximum Sum Insured (per ***insured person***) under Section 3 of Cover 1:

Option 1 $300,000

Option 2 $400,000

Specific Exclusions that apply to Section 3 of Cover 1:

In addition to General Exclusions that apply to all ***types of cover*** listed on page 15, ***we*** will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. the fraudulent, dishonest, or criminal acts of ***you***, any ***insured person***, the parent or guardian of the ***insured person*** or any other person authorised by them to have custody of any ***ransom monies***. This exclusion will not apply to the payment of ***ransom monies*** in a situation where local authorities have declared such payment illegal;
2. monies or property surrendered away from the ***premises*** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies or property at the time of such surrender for the sole purpose of conveying it to pay because of any ***extortion*** or demand for ***ransom monies*** previously communicated;
3. monies or property surrendered on the ***premises*** unless brought onto the ***premises*** because of any ***extortion*** or demand for ***ransom monies*** for the purpose of paying that demand;
4. for ***wrongful detention*** only:
   (i) any actual or alleged violation of the laws of the host country by the ***insured person*** or their failure to maintain and possess duly authorised and issued required documents and visas, unless ***we*** determine that the allegation was intentionally false, fraudulent, and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of the ***insured person***;
   (ii) failure of any person covered by Section 3 to comply with an ***advisory*** within ten (10) days after its issue by the ***appropriate authorities***. Any person entitled to cover agrees to reimburse ***us*** for any payments made by ***us*** which are ultimately determined not to be covered because of the application of this exclusion; or
5. actual loss or damage to property of any description, including intellectual property, as a result of an insured event or the carrying out of an ***extortion*** threat.

   This exclusion does not apply to Covered Loss B. “In-Transit/Delivery”.

Specific Conditions that apply to Section 3 of Cover 1 in addition to the General Conditions that apply to all types of cover listed on pages 16-17:

1. **Prior to Payment**

   In the event of an Insured Event occurring during an ***insured person’s Effective Period of Cover*** and the ***Period of Insurance***, and in the case of a ***kidnapping*** or ***extortion***, prior to the payment of ***ransom monies***, ***you***, the ***insured person*** or his/her parents or guardian will make every reasonable effort to:

   (i) determine that an Insured Event has actually occurred; and

   (ii) give immediate oral and written notice to ***us*** with periodic and timely updates concurrent with activity occurring during the incident.

2. ***Due Diligence***

   Any person entitled to cover will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section 3.

3. **Other Insurance**

   To the extent permitted by law, the cover provided under this Section 3 will be only be in excess of any other valid and collectable bond or insurance available in relation to the relevant loss or damage.

4. **Assistance and Co-operation**

   You and ***insured person*** or his/her parents or guardian or other persons entitled to claim will co-operate with ***us*** in all matters relating to this Section 3. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlements and in conducting litigation, arbitration, or other proceedings.

Additional Benefits for Option 1 and 2

For Option 1 and 2, there is an optional extension for reimbursement of school/boarding fees due to ***injury*** or llness for up to two (2) School terms in any one year.

This additional benefit is available upon request – Premium to be agreed by ***insurer***.

Cover 2 – Personal Accident Insurance – Voluntary Workers Cover

Age Limits that apply to all sections of Cover 2

This Personal Accident insurance – voluntary workers cover does not cover any event which happens to an ***insured person*** unless at the date of such event, they are between the ages set out in the ***Policy Schedule.***

Exposure

If any of the Events listed in Sections 1, 2 or 3 of Cover 2 occurs as the result of unexpected exposure to the elements following an ***injury***, ***we*** will assume that the ***insured person*** have sustained ***injury*** and will pay the Compensation specified for such Event in the Table of Events for Cover 2.

Disappearance

If the body of the ***insured person*** has not been found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which the ***insured person*** was traveling at such date, ***we*** will assume that such ***insured person*** died as the result of ***injury*** and will pay the Compensation specified under Event 1 Section 1 of Cover 2.

Specific Exclusions that apply to all sections of Cover 2:

In addition to General Exclusions that apply to all ***types of cover*** listed on page 15, ***we*** will not pay under any Section of Cover 2 for claims arising directly or indirectly out of:

1. ***war***, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. sickness, disease or any kind of infection however contracted, even if through ***injury***. This exclusion however, does not apply to sickness or disease directly resulting from medical treatment rendered necessary by an ***injury*** or to infection directly resulting from an ***injury***, provided that in each case the ***injury*** itself is covered by Cover 2, or to accidental food poisoning; or
3. any psychological or psychosomatic or mental or nervous condition.

Special Provisions that apply to all sections of Cover 2:

1. The Compensation payable under Event 1 Section 1 listed in the Table of Events for Cover 2, shall be payable to ***you***. All other Compensation will be payable to the ***insured person***.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section 1 in the Table of Events for Cover 2 in respect of the same ***injury***;
   (b) any Compensation payable for Events 2-19 listed in Section 1 in the Table of Events for Cover 2 shall be in addition to any Compensation already paid under any Events in Section 2 listed in the Table of Events for Cover 2 in respect of the same ***injury***;
   (c) should an ***insured person*** sustain ***injury*** which results in any one of Events 2, 3, 4, 6 or 8 described in Section 1 of Cover 2, there shall be no further liability under the ***Policy*** for ***injury*** sustained thereafter; and
   (d) Compensation shall not be payable for more than one of the Events listed in Section 2 in the Table of Events for Cover 2 in respect of the same ***injury***.
3. Compensation shall not be payable:
   (a) under Events described in Section 2 under the Table of Events for Cover 2 in excess of the Aggregate Period shown against such Events in respect of any one ***injury***; or
   (b) unless the ***insured person*** will as soon as possible after the happening of any ***injury*** giving rise to a claim under the ***Policy***, procure and follow proper medical advice from a legally qualified medical practitioner.
4. The Compensation payable under Event 21 of Cover 2 is limited to the amount stated in the ***Policy Schedule***, or the ***insured person's*** weekly ***income***, whichever is the lesser.

   If the ***insured person*** is entitled to receive:

   (a) weekly or periodical disability benefits under any other policy of insurance; and/or

(b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or

(c) earned income from any other occupation;

then Compensation payable under Event 21 of Cover 2 will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the ***insured person's income*** or the limit stated in the ***Policy Schedule***, whichever is the lesser.

5. If, as a result of ***injury***, Compensation is payable under Section 2 of Cover 2 and if, while the ***Policy*** is in force, the ***insured person*** suffers recurrence of ***temporary total disablement*** from the same or related cause or causes, the subsequent period of ***temporary total disablement*** will be deemed a continuation of the prior period unless between these periods the ***insured person*** has performed the duties of their occupation on a full-time basis for at least six consecutive months, in which event the ***temporary total disablement*** will be deemed the result of a new ***injury*** and subject to a new ***elimination period*** and Aggregate Period.

6. **Aggregate Limit of Liability**

   (a) Except as provided under 7(b), ***our*** total liability for all claims arising under Cover 2 during any ***Period of Insurance*** shall not exceed the amount set out in the ***Policy Schedule***;

   (b) the amount of ***our*** total liability in relation to ***non-medicare medical expenses*** which represents physiotherapy, chiropractic or osteopathic expenses shall not exceed $ 5,000 in respect of any one ***injury***; and

   (c) ***our*** total liability for claims arising under this ***Period of Insurance*** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in the ***Policy Schedule***.

7. **Age Limitations that apply to all sections of Cover 2:**

   We will not be liable for any Event under Cover 2 which happens to the ***insured person*** unless at the date of such Event such ***insured person*** is between the ages set out in the ***Policy Schedule***.

8. If the ***insured person*** is aged under 18 years, compensation payable for Event 1 – Accidental Death under Cover 2 will be limited to $50,000 or the limit stated in the ***Policy Schedule***, whichever is the lesser.

Special Provisions – Additional Benefits that apply to all Sections of Cover 2:

1. **Escalation Of Claim Benefit**

   After payment of The Compensation under Section 2 of Cover 2 continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, The Compensation will be increased by 5 percent compound.

2. **Accidental H.I.V. Infection Benefit**

   We will pay to the ***insured person*** Compensation of $25,000 if the ***insured person*** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

   (a) as a direct result of ***injury*** caused by a physical and violent bodily assault by another person on the ***insured person*** while they are covered under Cover 2; or

   (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an ***insured person's*** covered ***injury*** or ***sickness*** while they are covered under Cover 2.

   Special Conditions

   (i) Compensation will only be payable if the ***insured person*** is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.

   (ii) Compensation shall not be payable unless 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 no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.

(iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the ***insured person*** was ***not*** H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if ***you*** or the ***insured person*** fail to comply with or to provide the required level of proof.

Scope of Cover that apply to all sections of Cover 2:

The Compensation provided will only be payable if an Event listed in Cover 2 happens to an ***insured person*** during their ***Effective Period of Cover*** and the ***Period of Insurance*** whilst:

(a) actually engaged in official unpaid voluntary activities authorised and under ***your*** control; or

(b) engaged in necessary direct travel between their normal place of residence or employment and the place of the voluntary activities.

Specific Conditions that apply to all sections of Cover 2 in addition to General Conditions that apply to all types of cover listed on pages 16-17:

1. **Complying With The *Policy* Conditions**

   Failure to observe and fulfill of the terms of Cover 2 insofar as they relate to anything to be done or complied with by the ***insured person*** and/or by ***you*** and medical evidence required from the ***insured person*** in connection with this insurance may entitle ***us*** to refuse or reduce the amount ***we*** pay in the event of a claim.

2. **Time of The Payment of Claim**

   Compensation payable under Cover 2 for any loss other than loss for which Cover 2 provides periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued Compensation for loss for which the ***Policy*** provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

3. **Legal Actions**

   No action shall be brought to recover on Cover 2 before the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of Cover 2. No such action shall be brought more than three years after the time written Proof of Loss is required to be furnished.

Table of Events for Personal Accident Insurance – Voluntary Workers Cover:

Section 1 – Capital Benefits

The coverage under this Section 1 is included only for the Events specified for Personal accident insurance – voluntary workers cover in the ***Policy Schedule***. The Compensation for these Events shall be payable as a percentage of the Capital Sum Insured specified in ***Policy Schedule***.

The *Events* ***Injury*** resulting in:	The Compensation
1. Death	100%
2. ***Permanent total disablement***	100%
3. ***Permanent paraplegia*** or ***quadriplegia***	100%
4. ***Permanent total loss*** of sight of both eyes	100%
5. ***Permanent total loss*** of sight of one eye	100%
6. ***Permanent total loss*** of use of two ***limbs***	100%
7. ***Permanent total loss*** of use of one ***limb***	100%
8. ***Permanent total loss*** of the lens of both eyes	100%
9. ***Permanent total loss*** of the lens of one eye	50%
10. ***Permanent total loss*** of hearing in (a) both ears (b) one ear	 75% 15%
11. (a) Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body (b) Second degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body	50% 25%
12. ***Permanent total loss*** of use of four ***fingers*** and ***thumb*** of either ***hand***	70%
13. ***Permanent total loss*** of use of four fingers of either ***hand***	40%
14. ***Permanent total loss*** of use of one ***thumb*** of either ***hand*** (a) both joints (b) one joint	 30% 15%
15. ***Permanent total loss*** of use of fingers of either ***hand*** (a) three joints (b) two joints (c) one joint	 10% 7.5% 5%

The *Events* ***Injury*** resulting in:	The Compensation
16. ***Permanent total loss*** of use of ***toes*** of either ***foot*** (a) all – one ***foot*** (b) great – both joints (c) great – one joint (d) other than great each ***toe***	 15% 3% 1% 10%
17. Fractured leg or kneecap with ***established non-union***	10%
18. Shortening of leg by at least 5cm	7%
19. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per Tooth 1%
20. ***Permanent partial disablement*** not otherwise provided for under Events 2 to 19 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage. In the event of a disagreement between them, a third legally qualified medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions. The maximum amount payable under Event 20 is 75% of the Capital Sum Insured shown in the ***Policy Schedule***.

Section 2 – Weekly Injury Benefit

(See Special Provisions that apply to all sections of Cover 2, Note 2(d))

Cover under this Section 2 is included only if specified in the ***Policy Schedule***.

The *Events* ***Injury*** resulting in:	The Compensation
21. ***Temporary total disablement***, and the ***insured person*** is an income earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the ***Policy Schedule***, and shall be subject to an ***elimination period*** of: (a) the period of time equal to the total of the ***insured person's*** accrued sick leave at the time of ***injury*** or any similar entitlements, (b) the period specified in the ***Policy Schedule***.	The actual loss of or reduction in ***income*** OR the maximum amount specified in the ***Policy Schedule***, whichever is the lesser.

The *Events* ***Injury*** resulting in:	The Compensation
22. ***Temporary total disablement***, and the ***insured person*** is not an income earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the ***Policy Schedule***, and shall be subject to an ***elimination period*** as specified in the ***Policy Schedule***.	The actual cost of ***domestic help*** and ***child minding services*** certified as necessary for the duration of ***temporary total disablement*** by a legally qualified medical practitioner OR the maximum amount specified in the ***Policy Schedule*** whichever is the lesser.
23. ***Temporary total disablement***, and the ***insured person*** is not an income earner. The Compensation shall be payable for no longer than the Aggregate Period specified in the ***Policy Schedule***, and shall be subject to an ***elimination period*** as specified in the ***Policy Schedule***.	The actual cost of home tutorial by a qualified tutor which has been certified as necessary for the duration of ***temporary total disablement*** by a legally qualified medical practitioner OR the maximum amount specified in the ***Policy Schedule*** whichever is the lesser.
24. ***Temporary partial disablement*** and the ***insured person*** is an income earner	During such disablement: (a) if the ***insured person*** returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Events 21 to 23 per week and the weekly income earned from personal exertion per week; or (b) if the ***insured person*** does not return to work, the Compensation shall be 25% of the Compensation for Event 21 to 23 per week.

Section 3 – Non-Medicare Medical Expenses

Cover under this Section 3 is included only if specified in the ***Policy Schedule***.

The *Events* ***Injury*** resulting in:	The Compensation
25. the ***insured person*** incurring ***non-medicare medical expenses***.	The actual ***non-medicare medical expenses*** after deduction of recoveries from any other source and deduction of the ***excess*** OR the maximum amount specified in the ***Policy Schedule***, whichever is the lesser.

Section 4 – Broken Bones Benefit

The *Events* ***Injury*** resulting in broken and/or fractured bones of the:	The Compensation
(a) Vertebrae of the neck or spine or Skull (other than jaw and cheek)	$3,000
(b) Hip, pelvis	$2,000
(c) Shoulder blade	$600
(d) Collar bone, upper leg	$500
(e) Upper arm, kneecap, forearm, elbow	$500
(f) Lower leg, jaw, wrist, cheek, ankle, ***hand***, ***foot***	$200
(g) Ribs (per rib)	$200
(h) Thumb, ***finger***, ***toes*** (per ***thumb***, ***finger***, ***toes***)	$200
Maximum Compensation to any one *injury*	**$3,000**

Section 5 – Home Renovation Expenses

The *Event*	The Compensation
Costs for renovations and / or modification of the ***insured person's*** home following an injury resulting in Section 1 - Event 3: ***Permanent Paraplegia*** or ***Quadriplegia***	$10,000

Section 6 – Damage to Teeth

The *Event* ***Injury*** resulting in:	The Compensation
(a) Loss of teeth, per tooth	$300
(b) Chipped or broken teeth, per tooth	$150
The maximum we will pay for any one injury	**$5,000**

Cover 3 – Personal Accident Insurance – Key Persons Cover

Age Limits That Apply To All Sections Of Cover 3:

This Personal accident insurance – key persons cover does not cover any event which happens to an ***insured person*** unless at the date of such event, they are between the ages set out in the ***Policy Schedule***

Specific Definitions that apply to all sections of Cover 3:

In addition to the General Definitions that apply to all ***types of cover*** listed on page 13-15, words with a special meaning in Cover 3 are listed below and are shown in ***bold italic*** font.

1. ***Dependant children*** means the unmarried dependant children of the ***insured person*** who are:
   (a) over 6 months of age and under 19 years of age; or
   (b) under 25 years of age while they are full-time students at an accredited institution of higher learning; or
   (c) physically or mentally incapable of self support upon attaining age 25

   and at the time of an Event giving rise to a claim under Special Provisions – Additional Benefits 3 Spouse and Dependant Children Benefit of Cover 3, are primarily dependent on the ***insured person*** for maintenance and support.

   Dependant children includes step or legally adopted children.
2. ***Injury*** means a bodily injury to an ***insured person*** resulting from an accident caused by external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except ***sickness*** directly resulting from medical or surgical treatment rendered necessary by such ***injury***), provided the ***injury***:
   (a) occurs on or after the ***insured person's Effective Period of Cover*** and during the ***Period of Insurance***; and
   (b) results in any of the Events specified in the Table of Events for Cover 3 within 12 calendar months from the date of such ***injury***.
3. ***Permanent total disablement*** means total disablement which continues for 12 consecutive months and at that time is certified by a registered and legally qualified medical practitioner (who is not the ***insured person*** or a ***relative***) 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.
4. ***Sickness*** means sickness or disease first contracted by an ***insured person***, on or after the ***insured person's Effective Period of Cover*** and during the ***Period of Insurance***, which results solely and directly and independently of any other cause in ***temporary total disablement***, provided that the ***temporary total disablement*** occurs during the ***Period of Insurance*** and continues for a period of not less than seven consecutive days from the date of commencement of treatment by a registered and legally qualified medical practitioner who is not the ***insured person*** or a ***relative***.
5. ***Temporary partial disablement*** means that as a result of ***injury*** or ***sickness*** the ***insured person*** is wholly and continuously prevented from engaging in more than 50% of the duties of their usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the ***insured person*** or a ***relative***.
6. ***Temporary total disablement*** means that as a result of ***injury*** or ***sickness*** the ***insured person*** is wholly and continuously prevented from engaging in their usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the ***insured person*** or a ***relative***.

Specific Exclusions that apply to all sections of Cover 3:

In addition to the General Exclusions that apply to all ***types of cover*** listed on page 15, Cover 3 does not apply to any Event arising directly or indirectly out of:

1. ***war,*** civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power; or
2. radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

Exposure

If an ***insured person*** suffers an Event under Cover 3 as a direct result of exposure to the elements, ***we*** will pay the Compensation shown for that Event.

Disappearance

If an ***insured person*** disappears and after twelve calendar months it is reasonable for ***us*** to believe they have died due to an insured ***injury***, ***we*** will pay the Compensation shown for Event 1. (Death) Cover 3 subject to receipt of a signed undertaking by ***you*** that any such Compensation shall be refunded if it is later demonstrated that the ***insured person*** did not die as a result of an ***injury***.

Special Provisions that apply to all sections of Cover 3:

1. The Compensation payable under Section 1 – Capital Benefits, Section 2 Weekly Injury Benefit & Section 3 – Weekly Sickness Benefit listed in the Table of Events for Cover 3, shall be payable to ***you***. All other Compensation will be payable to the ***insured person***.
2. In respect to Section 1 – Capital Benefits listed under the Table of Compensation for Cover 3:
   (a) in the event of multiple ***injuries*** sustained in the same accident and more than one Event can be claimed, only one Event will be compensated in which case the Event with the highest Compensation amount will be paid; and
   (b) if an ***insured person*** suffers an ***injury*** resulting in any one of the Events 2 to 8 ***we*** will not be liable under the ***Policy*** for any subsequent ***injury*** to that ***insured person***.
3. Compensation is not payable:
   (a) for more than one of the Events under Section 2 and Section 3 – (Weekly Benefits) listed under the Table of Compensation for Cover 3 in respect of the same period of time;
   (b) for longer than the Aggregate Period shown in the ***Policy Schedule*** in respect of the Events in Section 2 or Section 3 – (Weekly Benefits) listed under the Table of Compensation for Cover 3 as regards any one ***injury*** or ***sickness***; or
   (c) unless as soon as possible after the happening of any ***injury*** or ***sickness*** giving or likely to give rise to a claim, the ***insured person*** obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the ***insured person*** or a ***relative***.
4. **Weekly Benefits Limitation**

   For each ***insured person*** the Compensation payable under Section 2 or Section 3 – (Weekly Benefits) listed under the Table of Compensation for Cover 3 is limited to the amount stated in the ***Policy Schedule*** or the ***insured person's*** weekly ***income***, whichever is the lesser. If ***you*** are entitled to receive weekly or periodical disability benefits for an insured person under any other policy of insurance then Compensation payable under Section 2 or Section 3 – (Weekly Benefits) listed under the Table of Compensation for Cover 3 will be reduced by the amount necessary to limit the total of all payments and/or Compensation to their weekly ***income*** or the limit stated in the ***Policy Schedule***, whichever is the lesser.
5. **Recurrence of *temporary total disablement* or *temporary partial disablement* (Weekly Benefits)**

   If an ***insured person*** receives Compensation under Section 2 or Section 3 – (Weekly Benefits) listed under the Table of Compensation for Cover 3 and while the ***Policy*** is in force suffers a recurrence of ***temporary total disablement*** or ***temporary partial disablement*** from the same or related causes within 6 consecutive months of their return to their occupation on a full time basis, ***we*** will consider such disablement to be a continuation of the prior claim period.

   The period of recurring of such disablement will be aggregated with the prior claim period and will not be subject to a new ***elimination period***.
6. **Aggregate Limit Of Liability**
   (a) Except as provided under 6(b), ***our*** total liability for all claims arising from Cover 3 during any one ***Period of Insurance*** will not exceed the amount shown in the ***Policy Schedule***.
   (b) ***Our*** total liability for all claims arising under Cover 3 during any one ***Period of Insurance*** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the ***Policy Schedule***.

7. **Age Limits that apply to all sections of this Personal Accident Insurance – Key Persons:**

   We will not be liable for any Event listed under Cover 3 which happens to an ***insured person*** unless at the date of the Event they are between the ages set out in the ***Policy Schedule***.

Special Provisions - Additional Benefits that apply to all sections of Cover 3:

1. **Rehabilitation Expenses**

   We will pay after the happening of an Event listed under Section 2 or Section 3 – (Weekly Benefits) of Cover 3 expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with ***our*** prior written agreement and the agreement of the ***insured person's*** attending physician.

   Compensation under this provision will be limited to the actual costs incurred not exceeding $500 per month and will be payable for a maximum of six months.

2. **Escalation Of Claim Benefit**

   After payment of the Compensation under Section 2 or Section 3 – (Weekly Benefits) listed under Cover 3 continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, ***we*** will increase the Compensation by 5 percent compound per annum.

3. **Spouse And Dependant Children Benefit**

   If the ***insured person*** suffers a work related ***injury*** which results in Section 1 Event 1. (Death) listed under Cover 3, ***we*** will pay the following amounts in addition to the Sum Insured payable on the life of the ***insured person***:

   (a) Surviving ***spouse*** Benefit - $5,000.

   (b) ***Dependant children*** Benefit - $5,000 for each ***dependant child*** to a maximum of $15,000.

4. **Home Renovation Benefit**

   If as a direct result of ***injury*** resulting in any one of Events 2 to 9 listed under Cover 3, the ***insured person*** is required to renovate their existing residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids) necessary for the ***insured person*** to perform daily lifestyle activities (i.e. washing, cooking, bathing and dressing) and to remain in and move around their existing residence, ***we*** will pay 80% of the cost incurred for such renovations to a maximum of $10,000.

   This benefit is only payable:

   (a) where such renovations are undertaken with ***our*** prior written agreement and the agreement of the ***insured person's*** attending physician; and

   (b) in respect of one residence only.

5. **Accidental H.I.V. Infection Benefit**

   We will pay to the ***insured person*** Compensation of $25,000 if the ***insured person*** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

   (a) as a direct result of ***injury*** caused by a physical and violent bodily assault by another person on the ***insured person*** while they are covered under Cover 3; or

   (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an ***insured person's*** covered ***injury*** or ***sickness*** while they are covered under Cover 3.

   Special Conditions

   (i) Compensation will only be payable if the ***insured person*** is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.

   (ii) Compensation shall not be payable unless 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 no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.

   (iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the ***insured person*** was ***not*** H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if ***you*** or the ***insured person*** fail to comply with or to provide the required level of proof.

Specific Conditions that apply to all sections of Cover 3 in addition to General Conditions that apply to all types of cover listed on pages 16-17:

1. **Change of Occupation**

   You will give immediate written notice to ***us*** of any change in the occupation of an ***insured person*** and agree to pay an additional premium if applicable.

   No claim will be payable in respect of:

   (a) any ***injury*** or ***sickness*** arising out of or in the course of an occupation of greater risk than the occupation disclosed in ***your*** application to ***us***, unless ***we*** have agreed in writing to the change in occupation; or

   (b) any ***injury*** or ***sickness*** where ***we*** have been prejudiced by such non-disclosure of change in occupation, to the extent that ***we*** have been prejudiced by such non-disclosure of change in occupation.

Table of Events for Personal Accident Insurance – Key Persons Cover:

Section 1 – Capital Benefits

Cover under this Section 1 is included only for the Events for Cover 3 in the ***Policy Schedule***. The Compensation for each Event is payable as a percentage of the Capital Sum Insured shown in the ***Policy Schedule***.

The *Events* ***Injury*** resulting in:	The Compensation
1. Death	100%
2. ***Permanent total disablement***	100%
3. ***Permanent paraplegia*** or ***quadriplegia***	100%
4. ***Permanent total loss*** of sight of both eyes	100%
5. ***Permanent total loss*** of sight of one eye	100%
6. ***Permanent total loss*** of use of two ***limbs***	100%
7. ***Permanent total loss*** of use of one ***limb***	100%
8. ***Permanent total loss*** of the lens of both eyes	100%
9. ***Permanent total loss*** of the lens of one eye	100%
10. ***Permanent total loss*** of hearing in (a) both ears (b) one ear	 75% 30%
11. (a) Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body (b) Second degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 20% of the entire external body	50% 25%
12. ***Permanent total loss*** of use of four ***fingers*** and ***thumb*** of either ***hand***	70%
13. ***Permanent total loss*** of use of four fingers of either ***hand***	40%

The *Events* ***Injury*** resulting in:	The Compensation
14. ***Permanent total loss*** of use of one ***thumb*** of either ***hand*** (a) both joints (b) one joint	 30% 15%
15. ***Permanent total loss*** of use of fingers of either ***hand*** (a) three joints (b) two joints (c) one joint	 10% 7% 5%
16. ***Permanent total loss*** of use of ***toes*** of either ***foot*** (a) all – one ***foot*** (b) great – both joints (c) great – one joint (d) other than great each ***toe***	 15% 5% 3% 1%
17. fractured leg or kneecap with ***established non-union***	10%
18. Shortening of leg by at least 5cm	7%
19. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% Per Tooth ($10,000 in total for all teeth)
20. ***Permanent partial disablement*** not otherwise provided for under Events 2 to 19 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by not less than two (2) legally qualified medical practitioners one of whom shall be the ***insured person's*** treating doctor and the other shall be nominated by ***us***. In the event of a disagreement between them, a third legally qualified medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions. The maximum amount payable under Event 20 is 75% of the Capital Sum Insured shown in the ***Policy Schedule***.

Section 2 – Weekly Injury Benefit

Cover under this Section 2 of Cover 3 is included only if specified in the ***Policy Schedule.***

The *Events* ***Injury*** resulting in:	The Compensation
21. ***Temporary total disablement***	During such disablement the amount per week specified in the ***Policy Schedule*** or income, whichever is the lesser.
22. ***Temporary partial disablement***	During such disablement: (a) if the ***insured person*** returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Events 21 per week and the weekly ***income*** earned from personal exertion per week; or (b) if the ***insured person*** does not return to work, the Compensation shall be 25% of the Compensation for Event 21 per week.

Section 3 – Weekly Sickness Benefit

Cover under this Section 3 of Cover 3 is included only if specified in the ***Policy Schedule***.

The *Events* Sickness as defined, causing:	The Compensation
23. ***Temporary total disablement***	During such disablement the amount per week specified in the ***Policy Schedule*** or income as defined, whichever is the lesser.
24. ***Temporary partial disablement***	During such disablement: (a) if the ***insured person*** returns to work in a reduced capacity, the Compensation payable shall be the difference between the Compensation for Event 23 per week and the weekly ***income*** earned from personal exertion per week; or (b) if the ***insured person*** does not return to work, the Compensation shall be 25% of the Compensation for Event 23 per week.

Section 4 – Broken Bones Benefit

The *Events* ***Injury*** resulting in broken and/or fractured bones of the:	The Compensation
(a) Vertebrae of the neck or spine or Skull (other than jaw and cheek)	$3,000
(b) Hip, pelvis	$2,000
(c) Shoulder blade	$ 600
(d) Collar bone, upper leg	$ 500
(e) Upper arm, kneecap, forearm, elbow	$ 500
(f) Lower leg, jaw, wrist, cheek, ankle, ***hand***, ***foot***	$ 200
(g) Ribs (per rib)	$ 200
(h) Thumb, ***finger***, ***toes*** (per ***thumb***, ***finger***, ***toes***)	$ 200
Maximum Compensation to any one *injury*	**$3,000**

Section 5 – Home Renovation Expenses

The *Event*	The Compensation
Costs for renovations and / or modification of the ***insured person's*** home following an injury resulting in Event 3: ***Permanent Paraplegia*** or ***Quadriplegia***	$10,000

Section 6 – Damage to Teeth

The *Event* ***Injury*** resulting in:	The Compensation
(a) Loss of teeth, per tooth	$300
(b) Chipped or broken teeth, per tooth	$150
The maximum we will pay for any one injury	**$5,000**

Berkshire Hathaway
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