



Expatriate Medical Insurance

Product Disclosure Statement and Policy Wording

BHSI

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

www.bhspecialty.com

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Product Disclosure Statement

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

ABOUT US

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

■ ABOUT THIS PDS

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

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

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

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

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

UPDATING THIS PDS

This PDS was prepared on 1 June 2022.

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

ABOUT YOUR POLICY

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

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

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

- this document which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply;
- *Your* relevant *Policy Schedule* that *We* give *You*. The *Policy Schedule* sets out the covers relevant to *You* and should be read together with the *Policy* Wording. It may include additional terms and conditions (including any limits and exclusions) that amend the standard terms of this document; 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. They form *Your* legal contract with *Us*. Please keep them in a safe place for future reference.

APPLYING FOR YOUR POLICY

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

THE COST OF YOUR POLICY

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

When calculating *Your Premium*, *We* take a number of factors into account including occupations, number of individuals, activities being undertaken, country of posting and *Your* claims history.

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

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

PAYING YOUR PREMIUM

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

INSTALMENT PREMIUMS

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

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

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

RENEWING THE POLICY

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

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

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

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

INSURED PERSONS ACCESS TO BENEFITS UNDER THE POLICY

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

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

- the time they cease to be an *Insured Person*;
- the time the *Policyholder* requests that such *Insured Person* no longer has access to benefits under the *Policy*; 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 or Partner* and/or *Dependent Child(ren)* will end on the earlier of:

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

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

AUTHORISATION AND NOTIFICATIONS

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

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

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

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

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

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

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

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

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

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

ELECTRONIC DELIVERY OF POLICY DOCUMENTS

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

YOUR COOLING OFF RIGHTS

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

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

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

YOUR DUTY OF DISCLOSURE

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

You do not need to tell Us anything that:

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

IF YOU DO NOT TELL US SOMETHING

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

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

PRIVACY NOTICE

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

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

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

What are the purposes We collect Your personal information for?

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

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

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

How do We collect Your personal information?

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

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

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

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

Who do We disclose Your personal information to?

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

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

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

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

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

COMPLAINTS

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

INDEPENDENT INTERNAL REVIEW

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

You can contact *Our* IDR department by:

Email: Complaints.Australia@bhspecialty.com

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

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

REVIEW BY THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

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

AFCA can be contacted by:

Phone: 1800 931 678

Email: info@afca.org.au

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

Web: www.afca.org.au

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

CONTACT US

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

GENERAL INSURANCE CODE OF PRACTICE

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

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

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

FINANCIAL CLAIMS SCHEME

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

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

WORDS WITH SPECIAL MEANING

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

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

YOUR OBLIGATION TO COMPLY WITH THE POLICY TERMS AND CONDITIONS

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

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

Summary of Coverage

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

■ Section 1. BHSI Care & Concierge

We will provide certain emergency assistance and access to BHSI concierge services to an *Insured Person* whilst outside of their *Country of Residence*.

■ Section 2. Medical and Additional Expenses

We will pay the actual, necessary and reasonable expenses incurred outside of the *Country of Residence* by an *Insured Person*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, for those Medical and Additional Expenses described in the Table of Benefits including:

- I. Medical Care Expenses;
- II. Maternity Care Expenses;
- III. Dental Care Expenses; and
- IV. Extra Care Expenses.

■ Section 3. Medical and Emergency Evacuation

We will pay the actual, necessary and reasonable expenses incurred outside of the *Country of Residence* by an *Insured Person*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, for those Medical and Emergency Evacuation expenses described in the Table of Benefits including:

- I. Evacuation and Repatriation Expenses;
- II. Pre and Post-Hospitalisation and En-Route Accommodation Expenses; and
- III. Accompanying Person Accommodation Expenses.

■ Section 4. Baggage and Personal Effects

We will pay the *Policyholder* or the *Insured Person* for the loss, theft or damage to *Baggage, Mobile Electronic Equipment, Money or Travel Documents* in specified circumstances. We will also pay for emergency replacement of clothes and toiletries in certain instances of *Baggage* delay.

■ Section 5. Personal Accident and Sickness

We will pay the agreed lump sum or weekly benefits if during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* an *Insured Person* suffers an *Accident* that directly results in a *Bodily Injury* within 12 months of the *Accident*, or a *Sickness*, and that results in an event outlined in the Table of Events.

■ Section 6. Personal Liability

We will indemnify the *Insured Person's* against specified damages, compensation or expenses for which they become legally liable in respect of either *Bodily Injury* to another person or loss of or damage to property where the *Bodily Injury* or damage is caused by an *Accident* occurring while the *Insured Person* is outside of their *Country of Residence* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*.

■ Section 7. Kidnap, Ransom and Detention

We will reimburse the *Policyholder*, or the *Insured Person* for certain *Extortion or Ransom Monies* and other amounts if an *Insured Person* is the subject of a covered *Kidnapping or Extortion* whilst outside of their *Country of Residence* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*. We will pay the *Policyholder* or the *Insured Person* an agreed daily amount while the *Insured Person* is subject to a covered *Hijack* or is *Detained* while the *Insured Person* is outside of the *Country of Residence* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*.

■ Section 8. Political and Natural Disaster Evacuation

We will pay the specified costs for an *Insured Person* to return to their *Country of Residence* or the nearest place of safety and specified reasonable accommodation costs (if the *Insured Person* is unable to return to their *Country of Residence*), as a direct result of a covered evacuation or if a natural disaster has occurred in the country the *Insured Person* is currently in, requiring their immediate evacuation to avoid the risk of *Bodily Injury or Sickness* while the *Insured Person* is outside of their *Country of Residence* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*.

■ Section 9. BHSI Health and Wellbeing

We will provide a range of rehabilitation and assistance benefits if an *Insured Person* suffers a *Bodily Injury, Sickness* or other specified event whilst outside of their *Country of Residence* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*. Such benefits include:

- Repatriation and Funeral Expenses Benefit;
- Chauffeur Benefit;
- Education Fund Benefit; and
- Lock and Keys Benefit.

General Definitions

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

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

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

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

Baggage means personal property and/or *Business Property* belonging to *You* or an *Insured Person* or for which an *Insured Person* is legally responsible, taken on or acquired during a *Transit*.

Bodily Injury means an identifiable physical injury resulting solely and directly from an *Accident* and which occurs independently of any *Sickness* or any other cause, where:

- i. the *Bodily Injury* and *Accident* both occur during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*; or
- ii. the *Bodily Injury* occurs prior to the *Insured Person's Effective Period of Cover* where the *Takeover Provisions* have been met, provided that the *Bodily Injury* and its treatment were covered and accepted as being covered under the preceding policy issues by a *Recognised Health Provider* or by *Us*.

It does not mean

- i. a *Sickness*; or
- ii. a *Pre-Existing Condition* unless the *Takeover Provisions* or the applicable *Waiting Periods* have been met in relation to the *Pre-Existing Condition*.

Business Property means office equipment, business documentation, stationery and other instruments belonging to the *Policyholder* which are used for a business purpose.

Country of Assignment means the country in which the *Insured Person* is temporarily residing on a foreign business assignment, to conduct business on behalf of the *Policyholder* during the *Period of Insurance*.

Country of Residence means the country of which the *Insured Person* is naturalized, a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the *Insured Person* resident rights in such country).

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

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

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

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

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

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

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

Excess means the amount *We* will not pay in any one *Period of Insurance* per claim and which the *Insured Person* is required to bear themselves. In respect to:

- i. an Event *Excess*, *We* will not pay this amount of each and every loss arising from the same event; and
- ii. an Annual *Excess*, *We* will not pay this amount for the total of all losses in a *Period of Insurance*.

The applicable *Excess* and monetary amount is shown on the *Policy Schedule* and will be excluded from any payment *We* make.

Home Leave means the period not exceeding sixty (60) days during which the *Insured Person* temporarily returns to their *Country of Residence*. *Home Leave* is effective from the date of arrival of the *Insured Person* in their *Country of Residence* and ends upon their departure from their *Country of Residence* to return to their *Country of Assignment*.

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

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

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

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

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

Insured Person means any person who is shown in the *Policy Schedule* as an *Insured Person* and/or meets the eligibility criteria under this *Policy*, is nominated by the *Policyholder*, agreed to by *Us* and with whom *Premium* has been paid or agreed to be paid for. *Insured Person* includes the *Spouse or Partner* and/or *Dependent Child(ren)* residing with the *Insured Person* in the *Country of Assignment* where insurance for the *Spouse or Partner* and/or *Dependent Child(ren)* has been purchased.

Money means currency, coins, bank notes, cheques, travellers cheques, postal orders and money orders, withdrawal order, order upon public treasuries, draft, acceptance, and any similar instruments of value serving the same purpose.

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

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*.

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

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

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

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

- i. of which the *Insured Person* is aware, or a reasonable person in the circumstances would be expected to have been aware; or
- ii. for which the *Insured Person* has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the *Insured Person's Effective Period of Cover* under this *Policy*.

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

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

Recognised Health Provider means any Australian general insurer who has a licence to underwrite expatriate insurance or other international health providers, including Australian registered health funds.

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

Sickness means:

- i. any illness, disease, disability, syndrome or other condition suffered by the *Insured Person*, first occurring and first sought or received medical attention from a *Doctor* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*, but does not include a *Bodily Injury* or *Pre-Existing Condition*; or
- ii. a *Sickness* suffered by the *Insured Person* first manifesting itself before the *Insured Person's Effective Date of Coverage* where the *Takeover Provisions* have been met, provided always that the *Sickness* and its treatment were covered and accepted as being covered the preceding policy issues by a *Recognised Health Provider* or by *Us*.

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

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

Takeover Provisions means coverage under Sections 1, 2 and 3 of the *Policy* are extended to include all *Pre-Existing Conditions* including pregnancy, provided an *Insured Person* has been continuously insured with a *Recognised Health Provider* or *Us* in the twelve (12) calendar months immediately prior to becoming an *Insured Person* under the *Policy*. Such cover shall not extend to any conditions or treatments that were not covered or were excluded under the *Insured Person's* previous insurance held with a *Recognised Health Provider* or *Us*.

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

Transit means the period of time starting from when the *Insured Person* departs their *Country of Residence* to travel directly to their *Country of Assignment* (or from when the *Insured Person* departs their *Country of Assignment* to travel directly to their *Country of Residence*) and ending from the earlier of:

- i. the inception date of any other policy of insurance that covers *Baggage* and/or contents in the *Country of Assignment* (or *Country of Residence*); or
- ii. ninety (90) days from the date of travel departure.

Travel Documents means the *Insured Person's* passports, visas, entry permits, travel tickets or other similar documents in the possession or control of the *Insured Person*.

Very Seriously Ill means a medical condition certified by the attending *Doctor* or *Specialist* to be of such a serious nature as to warrant a notification to *Relatives* that their attendance is desirable in view of the serious nature of the condition and threat to the *Insured Person's* life.

Waiting Period means the period of twelve (12) calendar months from the relevant *Insured Person's Effective Period of Cover* during which no benefits are payable by *Us* under the *Policy*, but does not apply to an *Insured Person* where the *Takeover Provisions* have been met by the *Insured Person*.

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

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

Section 1 – BHSI Care and Concierge

We have entered into an agreement with World Travel Protection Pty Ltd. ABN 80 079 071 579 to provide and administer these BHSI Care and Concierge services. BHSI Care and Concierge assistance is provided via an extensive network of worldwide partners.

■ BHSI CARE

In the event of a medical or other emergency occurring during the *Period of Insurance*, an *Insured Person* has access to BHSI Care.

BHSI Care is an emergency assistance service that an *Insured Person* can access anytime, anywhere in the world, without any additional charge to the *Insured Person*, by calling +612 8907 5605.

BHSI Care has a worldwide team of highly skilled assistance personnel including *Doctors*, medical professionals and specialist consultants, available 24 hours a day, 7 days a week who can provide services including:

24/7 Medical Assistance with access to experienced nurses, *Doctors* and intensive care specialists who will help to:

- ✓ locate the nearest suitable medical clinic or facility;
- ✓ arrange hospital admission and monitor medical conditions;
- ✓ arrange emergency ambulance evacuation and repatriation;
- ✓ facilitate guarantee of hospital bills; and
- ✓ oversee dispatch of medications or medical supplies.

24/7 Travel Assistance to help with:

- ✓ visa requirements or extensions;
- ✓ lost or stolen passports, *Travel Documents*, credit cards or *Baggage*;
- ✓ missed or cancelled connections
- ✓ emergency travel arrangements;
- ✓ access to multilingual operators and interpreters;
- ✓ emergency message transmission and funds transfer; and
- ✓ regular communication to *Insured Persons* and *Relatives*.

24/7 Security Assistance and Intelligence for *Insured Person* caught in a catastrophic event including:

- ✓ evacuation from crisis zone;
- ✓ natural disaster response;
- ✓ search and rescue services.

Conditions

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

- I. We and/or BHSI Care and Concierge must be promptly notified of any potential claims under this Section, except where the urgency or seriousness of the claim circumstance means that the *Insured Person* is genuinely unable to report the claim promptly;
- II. the *Policyholder* and/or the *Insured Person* must advise Us or BHSI Care and Concierge before attempting to resolve any problems encountered;
- III. the *Policyholder* shall reimburse Us for all costs incurred in the event of emergency assistance services being provided by BHSI Care and Concierge in good faith to any person not insured for those costs under the *Policy*; and
- IV. If any *Policyholder* or any *Insured Person* does not make contact with Us and/or BHSI Care and Concierge promptly and that delay or non-contact causes Us prejudice, We reserve the right to reduce the claim by the extent We are prejudiced.

Exclusions

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

- I. any medication for treatment of a condition the *Insured Person* had prior to the *Insured Person’s Effective Date of Cover* unless the *Takeover Provisions* have been met; or
- II. services not approved and arranged by BHSI Care and Concierge, except in the event the *Insured Person* or *Relative* could not notify BHSI Care and Concierge during an emergency for reasons beyond their control. In any event, We reserve the right to reimburse the *Insured Person* only for those expenses incurred for services which BHSI Care and Concierge would have provided under the same circumstances, up to the sums insured stated in the *Policy Schedule*.

BHSI CONCIERGE

The concierge services stated below (and the additional services provided by BHSI Concierge) are not insurance benefits and are not provided by Us. Expenses for goods and services provided by BHSI Concierge are the *Insured Person’s* or *Policyholder’s* responsibility.

BHSI Concierge provides a concierge service that an *Insured Person* can access anytime, anywhere in the world, by calling +612 8907 5605.

BHSI Concierge has a worldwide team of highly skilled assistance personnel, available 24 hours a day, 7 days a week who can provide services including:

- ✓ organise travel arrangements or private tours;
- ✓ last minute reservations;
- ✓ pet care;
- ✓ housing sitting, child minding services or assisting with elderly parents;
- ✓ theatre, sporting or concerts tickets; and
- ✓ golf tee times, car services or gift ideas and purchasing.

Home Assistance

In the event an *Insured Person* is overseas when their family require assistance due to unexpected circumstances such as adverse weather or a natural disaster, the BHSI Concierge team will be able to assist with arranging emergency services including licenced plumbers, electricians, heating/ air conditioner repairs, window/glass replacement, locksmith assistance, cleaning, garden tidy-up or rubbish removal (following storm damage or unexpected event) and emergency accommodation for family members if the home is uninhabitable.

Medical Companion Service

The concierge service is also able to arrange a medical travel companion. This service can assist people with their travel needs on a local domestic or complex international *Transit*.

The companions are experienced nannies, nurses or paramedics and have undertaken a rigorous selection and credentialing process. They have a range of knowledge and experience including:

- ✓ families with young children;
- ✓ families with elderly parents;
- ✓ people with a disability or mental health issue; or
- ✓ simply people who just need assistance and reassurance on a holiday or in *Transit*.

Section 2 – Medical and Additional Expenses

We will pay the actual, necessary and reasonable expenses incurred outside of the *Country of Residence* by an *Insured Person*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, for those Medical and Additional Expenses described in the Table of Benefits below including:

- I. Medical Care Expenses;
- II. Maternity Care Expenses;
- III. Dental Care Expenses; and
- IV. Extra Care Expenses;

up to the maximum amounts or sub-limited amounts shown in the *Policy Schedule – Medical and Additional Expenses*.

TABLE OF BENEFITS

PART I – MEDICAL CARE EXPENSES

The amounts shown in the *Policy Schedule – Medical Care Expenses* are the maximum payable per *Insured Person* for any one (1) *Period of Insurance*.

Part I – Medical Care Expenses
Medical Care Expenses - Inpatient
Medical Care Expenses - Outpatient
Medical Care Expenses - Preventative

PART II – MATERNITY CARE EXPENSES

The amounts shown in the *Policy Schedule – Maternity Care Expenses* are the maximum payable per *Insured Person* for any one (1) pregnancy.

Insured Persons are only covered for *Maternity Care Expenses* if:

- I. the pregnancy commences during the *Period of Insurance* and their *Effective Period of Cover* and no *Waiting Period* applies (or the *Waiting Period* has expired); or
- II. the *Takeover Provisions* have been met.

Part II – Maternity Care Expenses
Maternity Care Expenses - Routine
Maternity Care Expenses - Emergency
Newborn Child Expenses - Routine
Newborn Child Expenses - Congenital Defects

PART III – DENTAL CARE EXPENSES

The amounts shown in the *Policy Schedule* – Dental Care Expenses are the maximum payable per *Insured Person* for any one (1) *Period of Insurance*.

Part III – Dental Care Expenses
<i>Dental Care Expenses - Emergency</i>
<i>Dental Care Expenses - General</i>
<i>Dental Care Expenses - Special</i>

PART IV – EXTRA CARE EXPENSES

The amounts shown in the *Policy Schedule* – Extra Care Expenses are the maximum payable per *Insured Person* for any one (1) *Period of Insurance*.

Part IV – Extra Care Expenses
Acupuncture / Hypnotherapy / Naturopathy
Blood Glucose / Blood Pressure Monitors
Chiropractic / Osteopathy
Dietetics
Home Nursing
Optical
Physiotherapy
Podiatry
Prescribed Medicines
Prosthesis / Hearing Aids
Psychiatry & Psychology
Rehabilitation & Occupational Therapy
Speech Therapy

Definitions

Congenital Defects means a physiological or structural abnormality that develops at or before birth and is present at the time of birth, especially as a result of faulty development, infection, heredity, or injury.

Dental Care Expenses – Emergency means charges made by a qualified *Dentist* or oral surgeon for emergency dental treatment necessary to restore or replace sound natural *Teeth* lost or damaged as a result of a *Bodily Injury* to resolve acute, spontaneous and unexpected onset of pain only.

Dental Care Expenses – General means charges made by a *Dentist* for examinations, scaling and cleaning, dental filling and restorations, diagnostic services, x-rays, injections and extractions of *Teeth*.

Dental Care Expenses – Special means charges made by a *Dentist* for oral surgery, anaesthetic services, root treatment, endodontic treatment, periodontics surgery, interceptive orthodontic services, installation of and repairs to crowns and bridges, dental repairs, new dentures and remodelling and other specialist and orthodontic services.

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

- I. the *Policyholder*;
- II. an *Insured Person*;
- III. a *Relative* of the *Insured Person*; or
- IV. an *Employee* of the *Policyholder*.

Home Nursing means charges incurred by an *Insured Person* for the treatment of their *Bodily Injury* or *Sickness*, provided the care is considered necessary as evidenced by a *Doctor* or *Specialist's* written statement and provided by a person registered as a nurse who is not:

- I. the *Policyholder*;
- II. an *Insured Person*;
- III. a *Relative* of the *Insured Person*; or
- IV. an *Employee* of the *Policyholder*.

Hospital means an institution (public or private) that is registered as a *Hospital* for the care and treatment of sick or injured persons and which:

- I. has organised diagnostic and surgical facilities, either on premises or in facilities available to the *Hospital* on a pre-arranged basis;
- II. provides twenty-four (24) hours a day nursing services by registered nurses;
- III. is under the supervision of a *Doctor*; and
- IV. is not primarily a clinic, a place for custodial care, a place for the treatment of alcohol and/or drug addiction, a nursing, rest or convalescence home or home for the aged or similar establishment.

Maternity Care Expenses – Emergency means emergency and/or complicated delivery charges (in addition to *Maternity Care Expenses – Routine* charges) resulting from pregnancy or childbirth, including emergency or unplanned caesarean procedures, complications relating to placentation and intrapartum complications, provided such expenses are certified by the treating *Doctor* and/or *Specialist* as being incurred as a result of an emergency and/or complicated delivery.

Maternity Care Expenses – Routine means charges for routine pre-natal, delivery (including elective caesarean) and post-natal charges (up to six (6) months after birth) for the care of the mother from the date of conception (or known conception).

Medical Care Expenses – Inpatient means charges incurred for a *Hospital* room and/or bed, anaesthesia and its administration, use of operating theatre, medicines, dressings, splints, plaster casts, rental of wheelchair or other prosthetic devices and/or miscellaneous *Hospital* equipment, for services provided to an *Insured Person* by a *Doctor* and/or *Specialist* in a *Hospital* for treatment of a *Bodily Injury* or *Sickness* which is not otherwise more specifically defined within the *Policy*.

Medical Care Expenses – Outpatient means charges incurred for services provided to an *Insured Person* by a *Doctor* and/or *Specialist* outside of a *Hospital* for treatment of a *Bodily Injury* or *Sickness* which is not otherwise more specifically defined within the *Policy*.

Medical Care Expenses – Preventative means charges incurred for diagnosis, treatment, x-ray or laboratory examinations for prevention of a *Sickness* as referred by a *Doctor* or *Specialist* including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks and associated doctor's fees.

Newborn Child Expenses – Congenital Defects means charges for the reasonable medical expenses incurred for the treatment of a *Congenital Defect* of an *Insured Person's* child from birth up to six (6) months of age who is eligible for cover under Part II – *Maternity Care Expenses*.

Newborn Child Expenses – Routine charges for the routine medical care of an *Insured Person's* child from birth up to six (6) months of age who is eligible for cover under Part II – *Maternity Care Expenses*.

Optical means charges for eye examinations, spectacles and/or contact lenses as prescribed by the treating *Doctor* or *Specialist*.

Prescribed Medicines means medicines which have been prescribed by a *Doctor or Specialist*. It does not mean oral contraception unless a *Doctor or Specialist* has certified it medically necessary for the treatment of a condition other than the prevention of pregnancy.

Prosthesis means an artificial replacement for a missing body part such as an artificial limb or total joint replacement and includes a device designed and applied to improve function.

Psychiatry & Psychology means expenses charged by a duly qualified Psychiatrist or Psychologist for the provision of mental health services provided that the *Insured Person* is referred by their treating *Doctor or Specialist* for such treatment as a result of them suffering a *Bodily Injury or Sickness*.

Rehabilitation & Occupational Therapy means reasonable and necessarily incurred charges for rehabilitation or occupational therapy as prescribed by the *Insured Person's* treating *Doctor or Specialist* for treatment of a *Bodily Injury or Sickness*.

Conditions

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

- I. if an *Insured Person* sustains a *Bodily Injury or Sickness* during the *Period of Insurance* and their *Effective Period of Cover* which results in their return to their *Country of Residence*, We will pay, where permissible by law, those medical and additional expenses described in the above Table of Benefits up to the maximum amounts and/or sub-limits shown in the *Policy Schedule* for a maximum period of twelve (12) months.

Exclusions

In addition to the General Exclusions Applicable to all Sections of the *Policy*, We will not pay benefits, losses, costs or expenses arising out of any:

- I. claim where the *Policyholder* or the *Insured Person*, or any of *Your* or the *Insured Person's* representatives, refused to follow *Our* or BHSI Care and Concierge instructions and directions;
- II. *Bodily Injury, Sickness* or other condition arising, or expense incurred, during the *Insured Person's* *Waiting Period*. This exclusion does not apply where the conditions of the *Takeover Provisions* have been met by the *Insured Person*;
- III. sexually transmitted diseases, assisted reproductive treatments, infertility treatments, sterilisation or abortion (unless certified necessary by the treating *Doctor or Specialist*);
- IV. non-medical incidental services including but not limited to telephone, television, newspapers and the like;
- V. *Congenital Defects* diagnosed prior to the *Insured Person's* *Effective Period of Cover*, unless otherwise covered under the benefit for *Newborn Child Expenses – Congenital Defects* or the *Takeover Provisions* have been met;
- VI. cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to or *Sickness* suffered by the *Insured Person*); or
- VII. claim for which benefits are payable under, or that would result in *Us* contravening, the Medicare regime or private health insurance laws or regulations in Australia including the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules 2010 or any similar legislation.

Section 3 – Medical and Emergency Evacuation

Medical & Emergency Evacuation Expenses

We will pay the actual, necessary and reasonable expenses incurred outside of the *Country of Residence* by an *Insured Person*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, for those *Medical & Emergency Evacuation* expenses described in the Table of Benefits below including:

- I. Evacuation & Repatriation Expenses;
- II. Pre and Post-Hospitalisation & En-Route Accommodation Expenses; and
- III. Accompanying Person Accommodation Expenses;

up to the maximum amounts or sub-limited amounts shown in the *Policy Schedule* – Medical & Emergency Evacuation, provided that prior to the expenses being incurred:

- I. contact is made and approval is granted by BHSI Care and Concierge; and
- II. written certification is provided by the treating *Doctor* and/or *Specialist* stating that the *Insured Person* is suffering a *Bodily Injury* or *Sickness* and must obtain specialised treatment, surgery or post-operative attention that is not available in the *Country of Assignment*.

TABLE OF BENEFITS

PART I – EVACUATION & REPATRIATION EXPENSES

The annual maximum sums insured for Section 3, Part I – Evacuation & Repatriation Expenses are stated in the *Policy Schedule* and are the maximums payable per *Insured Person* for any one (1) *Period of Insurance*.

Part I – Evacuation and Repatriation Expenses	
I.	Charges for economy airfares (where available) on a scheduled airline to transport the <i>Insured Person</i> to the nearest airport to the recommended hospital where the <i>Insured Person</i> will receive specialised treatment, surgery or post-operative supervision. This includes ground transport required from the airport to the nearest hospital and return economy airfares (where available) to return the <i>Insured Person</i> to their <i>Country of Assignment</i> following evacuation.
II.	Charges incurred to evacuate the <i>Insured Person</i> to the nearest hospital for specialised treatment, surgery or post-operative supervision if a scheduled aircraft is not available and the <i>Insured Person</i> requires evacuation via the charter of an aircraft, air ambulance or any other available means of transport.
III.	Charges for a medically equipped road vehicle to transport the <i>Insured Person</i> to the nearest hospital for specialised treatment, surgery or post-operative supervision.

PART II – PRE AND POST-HOSPITALISATION & EN-ROUTE ACCOMMODATION EXPENSES

The annual maximum sums insured for Section 3, Part II – Pre and Post-Hospitalisation & En-Route Accommodation Expenses are stated in the *Policy Schedule* and are the maximums payable per *Insured Person* for any one (1) *Period of Insurance*.

Part II – Pre and Post-Hospitalisation & En-Route Accommodation Expenses	
I.	Charges incurred which are certified by the <i>Insured Person's</i> treating <i>Doctor</i> and/or <i>Specialist</i> as medically necessary for pre and post-hospitalisation periods whilst undergoing or waiting for medical tests and/or examination results.
II.	Charges not recoverable from the airline for hotel accommodation where an <i>Insured Person</i> is required to stay overnight en-route to the hospital due to airline schedule.

PART III – ACCOMPANYING PERSON ACCOMMODATION EXPENSES

The annual maximum sums insured for Section 3, Part III – Accompanying Person Accommodation Expenses are stated in the *Policy Schedule* and are the maximums payable per *Insured Person* for any one (1) *Period of Insurance*.

Part III – Accompanying Person Accommodation Expenses

- I. Charges for economy airfares (where possible) and reasonable hotel and accommodation expenses for any one adult for the period of hospital confinement of the *Insured Person* including pre and post-hospitalisation periods if the *Insured Person* is medically evacuated and their treating *Doctor* and/or *Specialist* certifies that it is medically necessary for an escort to accompany the *Insured Person*.
- II. Charges for the additional economy airfare (where possible) and reasonable hotel and accommodation expenses incurred for the period of hospital confinement of the *Insured Person* for one adult to accompany the *Insured Person* including pre and post-hospitalisation periods if the *Insured Person* is under eighteen (18) years of age and is medically evacuated.

Conditions

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

- I. We and/or BHSI Care and Concierge must be promptly notified of any potential claims under this Section;
- II. the *Policyholder* and/or the *Insured Person* must advise Us or BHSI Care and Concierge before attempting to resolve any problems encountered;
- III. the *Policyholder* shall reimburse Us for all costs incurred in the event of emergency assistance services being provided by BHSI Care and Concierge in good faith to any person not insured for those costs under the *Policy*; and
- IV. We reserve Our rights against the *Policyholder* or any *Insured Person* who does not make contact with Us and/or BHSI Care and Concierge and/or prejudices Our rights which increases the risk of damage, injury, liability loss or sickness.

Exclusions

In addition to the General Exclusions Applicable to all Sections of the *Policy*, We will not pay benefits, losses, costs or expenses arising out of any:

- I. claim where an *Insured Person* has been advised by a *Doctor* or *Specialist* against travelling;
- II. sexually transmitted diseases, assisted reproductive treatments, infertility treatments, sterilisation or abortion (unless certified necessary by the treating *Doctor* or *Specialist*);
- III. non-medical incidental services including but not limited to telephone, television, newspapers and the like;
- IV. claim for which benefits are payable under, or that would result in Us contravening, the Medicare regime or private health insurance laws or regulations in Australia including the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth), Private Health Insurance Act 2007 (Cth) and Private Health Insurance (Health Insurance Business) Rules 2010 or any similar legislation;
- V. claim where the *Policyholder* or the *Insured Person*, or any of Your or the *Insured Person’s* representatives, refused to follow our or BHSI Care and Concierge instructions and directions;
- VI. cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to or *Sickness* suffered by the *Insured Person*); or
- VII. *Congenital Defects* diagnosed prior to the *Insured Persons Effective Period of Cover* unless otherwise covered under the benefit for *Newborn Child Expenses – Congenital Defects* or where the *Takeover Provisions* have been met.

Section 4 – Baggage and Personal Effects

Delay of Baggage

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is in *Transit* and their accompanying *Baggage* is delayed, temporarily misplaced or misdirected or by any transport carrier for more than eight (8) consecutive hours, *We* will pay reasonable expenses for the emergency replacement of clothing and toiletries incurred by an *Insured Person* up to the amount stated in the *Policy Schedule – Delay of Baggage*.

Baggage

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is in *Transit* and suffers damage to, loss of, or theft of their accompanying *Baggage*, *We* will pay in respect of such damage, loss or theft up to the maximum amount shown in the *Policy Schedule – Baggage*.

Mobile Electronic Equipment

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is in *Transit* and suffers damage to, loss of or theft of their accompanying *Mobile Electronic Equipment*, *We* will pay in respect of such damage, loss or theft up to the maximum amount shown in the *Policy Schedule – Mobile Electronic Equipment*.

Money and Travel Documents

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is in *Transit* and suffers damage to, loss of, or theft of their accompanying personal *Money* and/or *Travel Documents*, *We* will pay in respect of such damage, loss or theft up to the maximum amount shown in the *Policy Schedule – Money and Travel Documents*.

Definitions

Mobile Electronic Equipment means any computers (including laptops, tablets and notebooks), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature that are otherwise not excluded under the *Policy* and are intended for either personal or business use.

Conditions

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

- I. the *Insured Person* must take all reasonable precautions for the safety and supervision of any *Baggage*, *Money*, *Travel Documents* and *Mobile Electronic Equipment*;
- II. the *Insured Person* must report all loss or damage caused by theft or vandalism to the local police or appropriate authorities as soon as possible after the discovery of the loss, damage or theft and obtain a written report of such notification;
- III. the *Insured Person* must report all loss of *Money* other than cash or *Travel Documents* to the issuing authority as soon as possible, and effect appropriate cancellation measures;
- IV. written confirmation from the transport carrier responsible for delay or loss of *Baggage* must be provided in support of a claim;
- V. receipts for the replacement items must be provided in support of a claim for emergency replacement of clothing and toiletries;
- VI. *We* may agree with *You* or the *Insured Person* to settle any claim for damage, loss or theft by way of replacement, repair or payment in cash;

- VII. in respect of *Business Property* held for the purpose of a *Transit*, cover will commence at the time of collection from the *Insured Person's* normal place of work or seventy-two (72) hours prior to the commencement of a *Transit*, whichever is the later, and will continue for seventy-two (72) hours after termination of the *Transit* or until it is returned to the *Insured Person's* normal place of work, whichever occurs first;
- VIII. in respect of *Money* held for the purpose of a *Transit*, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a *Transit*, whichever is the later, and will continue for seventy-two (72) hours after termination of the *Transit* or until it is deposited at a financial institution, whichever occurs first; and
- IX. the maximum amount for which *We* will indemnify *You* or the *Insured Person* in respect of loss arising from the unauthorised or fraudulent use of *Business Property, Baggage, Mobile Electronic Equipment, Money or Travel Documents* is five thousand dollars (\$5,000).

Exclusions

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

- I. electrical or mechanical breakdown of any item;
- II. the replacement of any electronic data or software;
- III. scratching, chipping or breakage of fragile or brittle items other than to photographic or video equipment, spectacles, contact lenses or binoculars;
- IV. wear and tear, deterioration, mould or fungus, insects, rodents, vermin, atmospheric or climatic conditions, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
- V. any item being shipped under any freight agreement or being sent by postal or courier services;
- VI. depreciation or devaluation of currency;
- VII. confiscation or destruction by Customs or any other government authorities;
- VIII. amounts recoverable by the *You* and/or the *Insured Person* from any other source (with the exception of other insurance);
- IX. contractual obligations in relation to any *Mobile Electronic Equipment*;
- X. theft or attempted theft which occurs while *Mobile Electronic Equipment* is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where *You* and/or the *Insured Person* has no option other than to leave the *Mobile Electronic Equipment* unattended due to an emergency medical, security or evacuation situation); or
- XI. which occurs whilst *Mobile Electronic Equipment* or *Business Property* is carried in or on any aircraft, aerial device, bus or watercraft, unless accompanied by an *Insured Person* as personal cabin *Baggage* except where *You* and/or the *Insured Person* is prohibited from carrying the items as personal cabin *Baggage* provided that the items are securely locked away within the *Insured Person's* checked in *Baggage*.

Section 5 – Personal Accident and Sickness

Personal Accident

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* suffers an *Accident* outside the *Country of Residence* which directly results in *Bodily Injury* within 12 months of the *Accident*, We will pay corresponding amounts shown in the Table of Events below under Part I to Part II if an amount is shown in the *Policy Schedule* for the applicable Part.

Sickness

In the event an *Insured Person* suffers *Sickness* during the *Period of Insurance* and an *Insured Person's Effective Period of Cover* outside the *Country of Residence*, We will pay the corresponding amounts shown in the Table of Events below under Part III if an amount is shown in the *Policy Schedule* for the applicable Part.

TABLE OF EVENTS

PART I – ACCIDENTAL DEATH AND DISABLEMENT

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

The Events	Benefit Amounts
The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	The amounts shown below are a percentage of the amount shown in Part I – Accidental Death and Disablement in the <i>Policy Schedule</i> .
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent Paraplegia or Quadriplegia</i>	100%
4. <i>Permanent loss of sight of one or both eyes</i>	100%
5. <i>Permanent loss of use of one or more Limbs</i>	100%
6. <i>Permanent and incurable insanity</i>	100%
7. <i>Permanent loss of the lens of:</i>	
(a) both eyes	100%
(b) one eye	60%
8. <i>Permanent loss of hearing of:</i>	
(a) both ears	80%
(b) one ear	30%
9. Burns:	
(a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
(b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	25%
10. <i>Permanent loss of use of four fingers and thumb of either hand</i>	80%
11. <i>Permanent loss of use of four fingers of either hand</i>	50%

<p style="text-align: center;">The Events</p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;">Benefit Amounts</p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown in Part I – Accidental Death and Disablement in the <i>Policy Schedule</i>.</p>
<p>12. <i>Permanent</i> loss of use of the thumb of either hand:</p> <p>(a) both joints</p> <p>(b) one joint</p>	<p style="text-align: right;">40%</p> <p style="text-align: right;">20%</p>
<p>13. <i>Permanent</i> loss of use of fingers of either hand:</p> <p>(a) three joints</p> <p>(b) two joints</p> <p>(c) one joint</p>	<p style="text-align: right;">15%</p> <p style="text-align: right;">10%</p> <p style="text-align: right;">5%</p>
<p>14. <i>Permanent</i> loss of use of toes of either foot:</p> <p>(a) all – one foot</p> <p>(b) great – both joints</p> <p>(c) great – one joint</p> <p>(d) other than great – each toe</p>	<p style="text-align: right;">15%</p> <p style="text-align: right;">5%</p> <p style="text-align: right;">3%</p> <p style="text-align: right;">1%</p>
<p>15. Fractured leg or kneecap with established non-union</p>	<p style="text-align: right;">10%</p>
<p>16. Loss of at least fifty percent (50%) of all <i>Teeth</i></p>	<p style="text-align: right;">1% to a maximum of \$10,000 in total</p>
<p>17. Shortening of leg by at least five centimetres (5 cm)</p>	<p style="text-align: right;">7.5%</p>
<p>18. <i>Permanent Partial Disablement</i> not otherwise provided for under <i>Events 7 to 17</i>.</p>	<p>Such percentage of the amount shown in Part I – Accidental Death and Disablement in the <i>Policy Schedule</i> which is not inconsistent with any of the Benefit Amounts provided under <i>Events 7 to 17</i>, and which corresponds to the percentage of whole person impairment as determined by the average of three opinions, to be provided by <i>Your</i> treating General Practitioner, a <i>Doctor</i> that <i>We</i> appoint and an independent <i>Specialist</i> that <i>You</i> and <i>We</i> agree on. The maximum amount payable under <i>Event 18 (Permanent Partial Disablement)</i> is 75% of the amount shown in Part 1 – Accidental Death & Disablement.</p>

PART II – WEEKLY INJURY BENEFIT

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

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

Part III – WEEKLY SICKNESS BENEFIT

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

The Events	Benefit Amounts The amounts shown below are a percentage of the amount shown under Weekly Sickness Benefit in the <i>Policy Schedule</i> .
21. <i>Temporary Total Disablement</i>	Where an <i>Insured Person</i> suffers a <i>Temporary Total Disablement</i> as a result of a <i>Sickness</i> and where that <i>Temporary Total Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> – Weekly Sickness Benefit, but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> .
22. <i>Temporary Partial Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Partial Disablement</i> as a result of a <i>Sickness</i> and where that <i>Temporary Partial Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> – Weekly Sickness Benefit, less any amount of current earnings as a result of working in a reduced capacity with the <i>Policyholder</i> , but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> . Should the <i>Insured Person</i> be able to return to work with the <i>Policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of <i>Event 21 – Temporary Total Disablement</i> .

Definitions

Event(s) means the *Event(s)* described in the relevant Table of Events set out under Section 5 – Personal Accident and Sickness in the *Policy*.

Excess Period means a period of time directly following an *Event* giving rise to a claim for which no benefits are payable as specified in the *Policy Schedule*.

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

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

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

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

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

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

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

Conditions

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

- I. Except as provided below, *Our* total liability for all claims arising under Section 5, Part I – Accidental Death and Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, shall not exceed the amount shown in the *Policy Schedule* - Aggregate Limit of Liability Any One Accident or Occurrence;
- II. *Our* total liability for all claims arising under Section 5, Part I – Accidental Death and Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, relating to air travel in *Non-Scheduled Flights*, shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Non-Scheduled Flights;
- III. where an *Insured Person* is exposed to the elements as a result of an *Accident* and suffers from any of the *Events* stated in the Table of Events as a direct result of that exposure within twelve (12) months of the *Accident*, the *Insured Person* will be deemed for the purposes of this *Policy* to have suffered a *Bodily Injury* on the date of the *Accident*;
- IV. any benefit payable for *Events* 1 to 18 will be paid in addition to any benefit already paid for under *Events* 19 and 20 in respect of the same *Bodily Injury*;
- V. after payment of a benefit as a result of the occurrence of any of the *Events* 2 to 7(a) all cover with respect to that *Insured Person* under Section 5 – Personal Accident & Sickness will cease;
- VI. if as a result of *Bodily Injury*, the *Insured Person* is entitled to any benefit under *Events* 19 and/or 20 and subsequently becomes entitled to a benefit amount under the Table of Events for *Event* 2 or 3, all benefits payable for *Events* 19 and/or 20 will cease from the date of such entitlement;

- VII. where an *Insured Person* claims benefits in respect of *Events 19* and/or *20* or *Events 21* and/or *22* , the *Insured Person* agrees upon *Our* written request to:
- a. participate and co-operate with *Us* in establishing and following a reasonable plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
 - b. provide *Us* with any medical reports at *Our* expense that are relevant to *Events 19* and/or *20* or *Events 21* and/or *22* or relevant to a plan to achieve or expedite their return to their usual occupation;
 - c. consent to their treating *Doctors*, their employer, *Us* or service providers that *We* nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
 - d. undertake reasonable medical investigations or attend medical examinations as requested by *Us*.
- VIII. *We* may be entitled to reduce the amount *We* pay for a claim under *Events 19* and/or *20* or *Events 21* and/or *22* (including to nil) in respect of any one *Bodily Injury* or *Sickness* unless the *Insured Person* procures and follows reasonable medical advice from a *Doctor* as soon as possible after the happening of a *Bodily Injury* or *Sickness* giving rise to a claim under this Section;
- IX. the amount of the benefits payable for *Events 19* and/ or *20* or *Events 21* and/or *22* as set out in the *Policy Schedule* will be paid monthly in arrears. Any benefits payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues;
- X. if a claim occurs for an *Insured Person* under *Events 19* and/or *20* or *Events 21* and/or *22* as a result of *Bodily Injury* or *Sickness*, and whilst during the *Period of Insurance* the *Insured Person* suffers from the same or an associated disablement, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *Insured Person* has returned to the fullness of the *Insured Person's* former duties and working hours for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new *Bodily Injury* or *Sickness* and a new *Excess Period* will apply;
- XI. if as a result of a *Bodily Injury* or *Sickness* or disease the *Insured Person* is entitled to receive a disability income benefit under any workers' compensation legislation or transport accident legislation or any legislation having a similar effect, the benefit payable for *Events 19* and/or *20* or *Events 21* and/or *22* will be reduced by the amount necessary to limit the total of all such disability income benefits and the benefit under this Section to the *Insured Person's Income*;
- XII. if the benefit payable with respect to *Events 1* to *18* is salary linked, the actual benefit payable for an *Insured Person* or a *Spouse* or *Partner* who is not in receipt of a salary will be calculated as the relevant percentage of the lesser of the maximum sum insured stated in the *Policy Schedule* or \$250,000;
- XIII. the benefit payable to *Insured Persons* under 18 years of age for *Event 1 (Accidental Death)* will be 10% of the sum insured shown in the *Policy Schedule* or \$25,000, whichever is less, and with respect to *Events 2* to *18*, the benefit will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$250,000 unless otherwise specified.

Exclusions

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

- I. any claim for more than one of the *Events 1* to *18* in respect of the same *Bodily Injury*, in which case the highest applicable benefit will be payable;
- II. any more than one benefit for *Events 19* and/or *20* or *Events 21* and/or *22* that occur at the same period of time, in which case the highest applicable benefit will be payable; or
- III. any claim for *Events 19* and/or *20* or *Events 21* and/or *22* which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom.

Section 6 – Personal Liability

Personal Liability

If an *Insured Person* becomes legally liable to pay damages, compensation or legal expenses as a result of causing:

- I. *Bodily Injury*, including death, to any other person; or
- II. loss of or damage to physical property belonging to any other person;

and such *Bodily Injury* or damage is as a result of an *Accident* occurring during the *Period of Insurance* and an *Insured Person's Effective Period of Cover* and whilst the *Insured Person* was outside their *Country of Residence*, We will pay the *Insured Person* the cost of such damages, compensation or legal expenses, up to the limit stated in the *Policy Schedule – Personal Liability*.

Definitions

Bodily Injury means an identifiable physical injury resulting solely and directly from an *Accident* and which occurs independently of any *Sickness* or any other cause.

Conditions

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

- I. no admission of fault or liability may be made without *Our* prior written consent;
- II. We will be permitted to take over the settlement of any claim or conduct the defence in the *Insured Person's* name;
- III. We will have full discretion in the handling of all proceedings; and
- IV. We may at any time pay to the *Insured Person*, in connection with any claim or series of claims arising from the one original cause, the amount shown on the *Policy Schedule* as the respective limit or sum insured for Section 6 – Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled. Upon such payment being made, We will be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to date of such payment subject to the amount shown on the *Policy Schedule* as the respective limit or sum insured for Section 6 – Personal Liability.

Exclusions

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

- I. *Bodily Injury* to the *Insured Person* or any member of the *Insured Person's* family ordinarily residing with them;
- II. *Bodily Injury* to any person which occurs in the course of their employment, service contract or apprenticeship with *You* or the *Insured Person*;
- III. loss of or damage to property owned by or in the control of *You* or the *Insured Person* or any member of the *Insured Person's* family ordinarily residing with them;
- IV. loss of or damage to property or *Bodily Injury*, through or in connection with the ownership, use or possession of any mechanical propelled vehicle (with the exception of electronic wheelchairs and golf buggies), aircraft or watercraft;
- V. *Bodily Injury*, loss of or damage to property caused by or arising from the conduct of *Your* or any *Insured Person's* business or trade, or from professional advice given by *You* or the *Insured Person*;
- VI. liability assumed under contract unless such liability would have arisen in the absence of such contract;
- VII. punitive, exemplary or aggravated damages, any penalty or fine or any multiple portion of any multiplied damages award; or
- VIII. expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by *You* or an *Insured Person* or any person acting with *You* or an *Insured Person*, or by any authorised representative of *You* or an *Insured Person*, whether acting alone or in collusion with others.

Section 7 – Kidnap, Ransom and Detention

Kidnap, Ransom & Extortion

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is outside of their *Country of Residence* and is *Kidnapped* or the subject of an *Extortion*, We will reimburse You or the *Insured Person Ransom Monies* paid up to the sum insured shown in the *Policy Schedule – Kidnap, Ransom & Detention*.

We will also pay You or the *Insured Person* up to the sum insured shown in the *Policy Schedule – Kidnap, Ransom & Detention* for:

- I. loss caused by the actual destruction, disappearance, confiscation or seizure of property or other consideration intended as *Ransom Monies* for a *Kidnapping* or *Extortion* insured hereunder, whilst the *Ransom Monies* are being delivered to the person or group believed to be responsible for the *Kidnap* or *Extortion* by a person with the authority of the *Policyholder* or an *Insured Person* to make such delivery;
- II. the amount paid by You or an *Insured Person* for *Other Expenses* resulting directly from a *Kidnap* or *Extortion* occurring during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*; or
- III. the actual, necessary and reasonable expenses to engage independent security consultants to investigate a *Kidnap*, recover or negotiate the release of a *Kidnapped Insured Person*, or pay any *Ransom Monies*, provided that We have given Our prior written consent to the use of such security consultants.

We will also pay You the actual, necessary and reasonable external expenses to engage an independent public relations firm, and/or costs associated with media broadcasts, to help protect and/or positively publicise Your business and corporate image, up to a maximum of twenty thousand dollars (\$20,000) for any one *Kidnap* or *Extortion*. These expenses must be directly in connection with a *Kidnap* or *Extortion* and incurred within twenty-one (21) days thereof or up to 6 months if advised otherwise by law authorities or a specialist kidnap consulting firm in order to protect the safety of such *Insured Persons*.

Hijack & Detention

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is outside of their *Country of Residence* and is *Detained* for a minimum period of twenty-four (24) continuous hours:

- I. as a result of the *Conveyance* in which they are travelling being *Hijacked*; or
- II. by any Government, State or lawful authority without being ultimately convicted of breaking the law of any Country or State;

We will pay You or the *Insured Person* up to the sum insured shown in the *Policy Schedule – Hijack & Detention*.

We will also pay You or the *Insured Person* the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000) as a result of the *Insured Person* being falsely arrested or wrongfully *Detained* outside of the *Country of Residence*.

Definitions

Consequential Financial Loss means but is not limited to, monetary loss incurred by an *Insured Person* resulting directly from the failure to renew insurance contracts, failure to exercise stock options or failure to respond to margin or loan calls by financial institutions.

Conveyance means an aircraft, vehicle, train, vessel or other public transportation which is licensed to carry fare paying passengers.

Detained means restraint by way of custody or confinement against the *Insured Person's* will.

Extortion means intimidation by threat or a series of threats to *Kidnap* or inflict harm upon any *Insured Person* or their accompanying *Relative*.

Hijack/Hijacked means the unlawful seizure or wrongful exercising of control of a *Conveyance*.

Kidnap/Kidnapped/Kidnapping means the illegal abduction and holding under duress or by fraudulent means of any *Insured Persons* for the purposes of demanding *Extortion* or *Ransom Monies* as a condition of release.

Other Expenses means:

- I. reasonable and customary interest costs for any loan taken by *You* or the *Insured Person* from a financial institution in order to pay *Ransom Monies*;
- II. reasonable and customary travel and accommodation expenses incurred by *You* or the *Insured Person* as a result of a *Kidnap* or *Extortion*;
- III. a reasonable reward paid by *You* or the *Insured Person* to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for a *Kidnap* or *Extortion* insured hereunder;
- IV. the *Income* which *You* continue to pay an *Insured Person* who has been the subject of a *Kidnap* or *Extortion* until the earlier of:
 - a. sixty (60) days after the release of the *Insured Person* from a *Kidnap*;
 - b. discovery of the death of the *Insured Person* as a result of a *Kidnap*;
 - c. one hundred and eighty (180) days after *You* receive the last credible evidence that the *Insured Person* is still alive while *Kidnapped*; or
 - d. for up to sixty (60) months from the date of the *Kidnap*, if the *Insured Person* has not been released;
- V. *Income* paid by *You* to a temporary replacement *Employee* to perform the duties of an *Insured Person* who is *Kidnapped*, for a period of up to sixty (60) months from the initial date of the *Kidnap* including a period up to thirty (30) days after the release of the *Insured Person*;
- VI. expenses resulting in *Consequential Financial Loss* to an *Insured Person* on account of an inability to attend to personal financial matters due to their *Kidnapping*;
- VII. reasonable travel costs for a *Kidnap* victim to join their family upon their release, and the travel costs of a replacement *Employee* to perform the business duties of the *Kidnap* victim, limited to an economy fare and payable once per *Insured Person* and replacement *Employee* per *Kidnap*;
- VIII. reasonable and customary fees and expenses of a qualified interpreter or translation service assisting *You* or an *Insured Person* in the event of a *Kidnap* or *Extortion*;
- IX. reasonable medical, psychiatric, and legal expenses incurred by an *Insured Person* as a result of a *Kidnap*, with *Our* prior written consent, for a twelve (12) month period following their release from *Kidnap*; and
- X. any other reasonable expenses incurred by the *Policyholder*, with *Our* prior written consent, which shall not be unreasonably withheld or refused, in resolving a *Kidnap* or *Extortion* insured hereunder.

Ransom Monies means a consideration paid for the return of a *Kidnap* victim or consideration paid to terminate or end an *Extortion*, to a person believed to be responsible for the *Kidnap* or *Extortion* and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Conditions

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

- I. *Our* total liability for all claims arising under Section 7 – *Kidnap, Ransom & Detention*, in respect of any one insurable event or series of events arising out of any one occurrence during the *Period of Insurance*, whether involving one or more *Insured Persons*, shall not exceed the amount shown in the *Policy Schedule – Aggregate Limit of Liability Kidnap, Ransom & Detention*;
- II. the total of all payments made by *Us* under this Section in relation to any one *Insured Person* for any one *Kidnap* or *Extortion* shall be limited to the sum insured stated in the *Policy Schedule – Kidnap, Ransom & Detention*;
- III. the *Policyholder* and *Insured Persons* shall make a reasonable effort not to disclose the existence of this insurance.

Exclusions

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

- I. the surrender of *Monies*, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such *Monies* or property are being held or delivered for the sole purpose of paying *Ransom Monies*;
- II. the *Kidnap* or *Extortion* of an *Insured Person* occurring in their *Country of Residence* or a country where they have been living for more than one hundred and eighty (180) consecutive days at the time the *Kidnap* or *Extortion* occurs; or
- III. any fraudulent, dishonest or criminal act committed by *You*, an *Insured Person* or any person *You* or an *Insured Person* authorises to be in possession of *Ransom Monies*.

Section 8 – Political and Natural Disaster Evacuation

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* is in their *Country of Assignment* and:

- I. officials in that country recommend that certain categories of persons, and such categories include the *Insured Person*, should leave that country;
- II. the Australian government, through its Department of Foreign Affairs and Trade, issues a Travel Warning recommending that certain categories of persons, and such categories include the *Insured Person* should leave that country;
- III. an *Insured Person* is expelled from, or declared an unacceptable or unwelcome person in, that country;
- IV. there is wholesale confiscation seizure, or expropriation of *Your* or the *Insured Person's* property, plant or equipment in that country; or
- V. a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the *Insured Person* in order to avoid risk of *Bodily Injury* or *Sickness*;

We will pay the actual, necessary and reasonable expenses incurred:

- I. to return the *Insured Person* to their *Country of Residence* or the nearest place of safety using the most reasonably available method of transport; and
- II. for reasonable accommodation costs for up to twenty-one (21) days if the *Insured Person* is unable to return to their *Country of Residence*, provided that prior approval has been obtained by BHSI Care and Concierge, up to the maximum sum insured shown in the *Policy Schedule* Section 8 – Political and Natural Disaster Evacuation.

Conditions

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

- I. *Our* total liability for all claims arising under Section 8 – Political and Natural Disaster Evacuation, in respect of any one insurable event or series of events arising out of any one occurrence during the *Period of Insurance* shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Political & Natural Disaster Evacuation.

Exclusions

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

- I. the *Insured Person* violating the laws or regulations of the country they are in;
- II. the *Insured Person* failing to produce or maintain immigration, work, residence or visas, permits or other similar documentation required for the country they are in;
- III. any debt, insolvency, commercial failure, repossession of any property by a titleholder or any other financial cause;
- IV. failure of *You* or the *Insured Person* to honour any contractual obligation or bond or to obey any conditions of a licence;
- V. the *Insured Person* while in their *Country of Residence*;
- VI. the political unrest or natural disaster being in existence prior to the *Insured Person* entering the country or its occurrence being foreseeable to a reasonable person before the *Insured Person* entered the country; or
- VII. costs of meals incurred by an *Insured Person* whilst they are receiving cover under Section 8 – Political and Natural Disaster Evacuation.

Section 9 – BHSI Health and Wellbeing

BHSI HEALTH

Accidental H.I.V. Infection Benefit

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

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

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

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

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

Coma Benefit

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

Disappearance

If the body of an *Insured Person* is not found within twelve (12) months after an *Accident* during the *Period of Insurance* and an *Insured Person's Effective Period of Cover* whilst outside of their *Country of Residence*, *Accidental Death* will be presumed in the absence of any evidence to the contrary. The *Accidental Death* benefit amount set out under Section 5, *Event 1* shall become payable, subject to a signed undertaking by the beneficiary that if the *Insured Person* is subsequently found alive, such *Accidental Death* benefit amount will be refunded to *Us*.

Emergency Return Home

If during the *Period of Insurance*, an *Insured Person's Relative* becomes *Very Seriously Ill*, or in the event of their unexpected death, We will pay for all reasonable travel and accommodation expenses incurred in returning the *Insured Person* to their *Country of Residence*, up to the maximum amount shown in the *Policy Schedule* against *Additional Benefits – Emergency Return Home*, provided that prior approval has been obtained from *Us* or BHSI Care and Concierge.

Escalation of Claim Benefit

Subject to renewal of this *Policy* and payment of the *Premium*, after payment of a benefit under Section 5, *Events 19, 20, 21 or 22* continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by a compound rate of five percent (5%) per annum.

Home Leave

If, during the *Period of Insurance*, an *Insured Person* returns to their *Country of Residence*, cover under this *Policy* is extended for the period of *Home Leave*, up to a maximum annual period shown in the *Policy Schedule* against Additional Benefits – Home Leave, provided always that the payment of such expenses is permissible by laws applicable in that country.

Modification Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* for which a benefit is paid under Section 5, *Events 2* or *3*, *We* will pay up to the amount shown in the *Policy Schedule* – Modification Benefit, for costs necessarily incurred to modify the *Insured Person's* home and/or motor vehicle, or costs associated with relocating the *Insured Person* to a more suitable home, provided that medical evidence is presented from a *Doctor* certifying the modification and/or relocation is necessary.

Premature Birth/Miscarriage Benefit

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

Rehabilitation Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* for which a benefit is paid under Section 5, *Events 2*, *19* or *20*, *We* will pay up to the amount shown in the *Policy Schedule* – Rehabilitation Benefit for costs necessarily incurred for tuition or advice for the *Insured Person* from a licensed vocational school that medical evidence is presented from a *Doctor* certifying the tuition or advice is necessary.

Repatriation & Funeral Expenses Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and dies as a result of *Bodily Injury* or *Sickness*, *We* will reimburse the reasonable expenses incurred up to the amount shown in the *Policy Schedule* – Repatriation & Funeral Expenses Benefit, for:

- I. the cost of returning the *Insured Person's* mortal remains and/or personal effects to the *Insured Person's Country of Residence* or a place nominated by the *Insured Person's Spouse* or *Partner* or the legal representative of the *Insured Person's* estate; and
- II. the cost of the *Insured Person's* funeral, burial or cremation and associated expenses;

provided that *We* and/or BHSI Care and Concierge are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

Terrorism Benefit

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

Trauma Benefit

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

BHSI Wellbeing

Advanced Payment

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* or *Sickness* for which benefits are payable under Section 5, *Events 19* or *21*, provided that medical evidence is presented from a *Doctor* certifying that the total period of *Temporary Total Disablement* will be a minimum of twenty-six (26) continuous weeks, *We* will make an advance payment of up to eighteen (18) weeks benefit (less any benefits already paid at the time).

Chauffeur Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* for which a benefit is paid under Section 5, *Events 19* or *21* provided that medical evidence is presented from a *Doctor* certifying that the *Insured Person* is unable to operate a motor vehicle or travel on other available modes of public transport, *We* will pay up to the amount shown in the *Policy Schedule*, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *Insured Person* directly to and from their normal place of residence and normal place of work.

Corporate Image Protection

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

Dependent Child Support

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

Domestic Help Benefit for Accompanying Spouse or Partner

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the accompanying *Spouse or Partner* of the *Insured Person* is a non *Income* earner, and sustains a *Bodily Injury* for which a benefit would be payable under Section 5, *Events 19* and/or *20* and a *Doctor* certifies that they are unable to carry out domestic duties, *We* will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown in the *Policy Schedule* – Domestic Help Benefit, provided that the domestic help is not carried out by the *Insured Person* or their *Relatives*, nor a person permanently residing with the *Insured Person*.

Education Fund Benefit

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

Executor Emergency Cash Advance Benefit

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

Independent Financial Advice Benefit

Following payment of a benefit amount under Section 5, *Events 1* to *8*, *We* will reimburse the *Insured Person's Spouse or Partner* or estate up to the maximum amount shown in the *Policy Schedule* – Independent Financial Advice Benefit, for professional financial planning advice provided by a qualified financial planner within twelve (12) months from the time the claim is accepted.

Lock and Keys Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and loses their identification and keys at the same time, *We* will reimburse the *Insured Person* for the replacement of locks and keys to their home and/or motor vehicle up to the amount shown in the *Policy Schedule* – Lock and Keys.

Orphan Benefit

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

Out of Pocket Expenses Benefit

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

Replacement Staff/Recruitment Costs

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* and it is likely that a benefit will be paid under Section 5, *Events 1 or 2*, *We* will pay the actual and reasonable costs incurred by the *Policyholder* for the recruitment of replacement *Employees*, up to the amount shown in the *Policy Schedule* – Replacement Staff/ Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the *Policyholder's* business to continue. The *Policyholder* agrees that any amount paid to the *Policyholder* under this benefit will be repaid to *Us* if it is found that a valid claim did not or will not eventuate.

Spouse or Partner Employment Training Benefit

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

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

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

Student Tutorial Benefit

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

Unexpired Membership Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers a *Bodily Injury* whilst outside of their *Country of Residence* which results in a benefit being paid under:

- I. Section 5, *Events* 2 to 8; or
- II. Section 5, *Events* 19 and/or 20 for which a *Doctor* certifies in writing will continue for a minimum period of twenty-six (26) weeks;

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

General Conditions Applicable to all Sections of the Policy

Alteration of Risk

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

Assignment

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

Cancellation

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

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

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

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

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

Currency

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

Entire Contract/Alteration

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

Medical Examination or Post Mortem

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

Other Insurance

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

Reasonable Precautions

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

Governing Law and Jurisdiction

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

Providing Proof of Loss

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

Subrogation

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

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

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

General Exclusions Applicable to all Sections of the Policy

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

- I. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- II. claim by any *Insured Person* who has attained the age of seventy-five (75) years. This will not prejudice any entitlement to claim benefits which have arisen or occurred on or before an *Insured Person* attained the age of seventy-five (75) years;
- III. cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to, or *Sickness* suffered by, the *Insured Person*);
- IV. sexually transmitted or sexually transmissible disease or any infection or virus derived from a sexually transmitted or sexually transmissible disease except to the extent provided under Section 9 – BHSI Health and Wellbeing – Accidental H.I.V. Infection Benefit;
- V. *Bodily Injury*, *Sickness* or other condition arising, or expense incurred, during the *Insured Person's* *Waiting Period*. This exclusion does not apply where the conditions of the *Takeover Provisions* have been met by the *Insured Person*;
- VI. professional or medical services rendered in Australia for which Medicare benefits are or would be payable in accordance with the Health Insurance Act 1973 (Cth), National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to those Acts, or other claims which would result in *Us* contravening those Acts;
- VII. professional or medical services rendered in any jurisdiction where *We* are prohibited by law from paying those expenses in that jurisdiction;
- VIII. any claim where the *Policyholder* or the *Insured Person*, or any of *Your* or the *Insured Person's* representatives refused to follow *Our* or BHSI Care and Concierge's reasonable instructions and directions in relation to that claim;
- IX. an *Insured Person* engaging in or taking part in:
 - a. training for or participating in *Professional Sport* of any kind; or
 - b. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers.
- X. intentional self-inflicted *Bodily Injury*, suicide or any illegal or criminal act committed by the *Policyholder* or an *Insured Person*;
- XI. any claim that would result in *Us* contravening any workers compensation legislation and or transport accident legislation;
- XII. any claim to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance including, but not limited to, any sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America;
- XIII. *Insured Person* being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit while driving, or being under the influence of any other drug unless it was prescribed by a *Doctor* or *Specialist* and taken in accordance with a *Doctor* or *Specialist* advice;
- XIV. amounts recoverable by the *Policyholder* and/or the *Insured Person* from any other source (with the exception of other insurance); or
- XV. claim in respect of any amounts incurred after the *Insured Person* travelled against the advice of a *Doctor* or *Specialist*.

BHSI

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