

Insured by



Berkshire Hathaway
Specialty Insurance

Not-for-Profit

Voluntary Workers Group Personal Accident
Insurance Policy Wording

Issued by Aon Risk Services Australia Limited
ABN 17 000 434 720 AFSL No. 241 141

AON
Empower Results®



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General Definitions

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

Accidental Death means death occurring as a result of Bodily Injury.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or other cause, where the bodily injury and Accident both occur during the Period of Insurance and while the person is a Covered Person. It does not mean:

- a sickness or illness or disease; or
- any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

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

Close Relative means any Spouse/Partner, parent, parent-in-law, step-parent, person who was the Covered Person's primary care giver as a child, child, step-child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, grandparent or grandchild.

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

Covered Person means a person who meets the criteria in the Schedule, with respect to whom Premium has been paid or agreed to be paid by the Policyholder, and who is:

- a voluntary worker or work experience person engaging in voluntary activities for or on behalf of the Policyholder; or
- a worker, board member or member of the Policyholder while acting for or on behalf of the Policyholder, and for whom weekly benefits are not claimable under any other insurance policy.

A Covered Person is legally entitled to claim under the Policy by reason of the operation of Section 48 of the Insurance Contracts Act 1984 (Cth) and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Dependent Child(ren) means a Covered Person's unmarried dependent child (including foster, step or legally adopted child) as long as they are living with the Covered Person and primarily dependent upon the Covered Person for maintenance and 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:

- the Policyholder;
- the Covered Person;
- a Close Relative or Parent of the Covered Person or any other immediate family member of the Covered Person; or
- an employee or director of the Policyholder.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker, including, but not limited to, childminding and home help services.

Event(s) means the event(s) described in the relevant Table of Events set out in this Policy.

Excess means the first amount of each and every claim which We do not pay and which the Policyholder or Covered Person is required to bear themselves as stated in the Schedule either expressed as a monetary amount or a percentage of the loss.

Excess Period means the period of time following an event giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

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

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

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

Loss means in connection with:

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

and which in each case is caused by Bodily Injury.

Non-Medicare Medical Expenses means expenses:

- (i) incurred within 12 months of sustaining a Bodily Injury; and
- (ii) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, massage, naturopathic, hospital and/or ambulance services for the following treatments:
 - Medical;
 - Hospital;
 - Surgical;
 - Nursing;
 - Chiropractic, Osteopathic or Physiotherapy;
 - Naturopathic (where certified as necessary by a Doctor);
 - X-ray;
 - Medical supplies, non-prescription pharmaceutical costs, orthotics, splints and prostheses.

Non-Medicare Medical Expenses does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by Bodily Injury.

Other Fracture means any fracture other than a simple fracture.

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

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

Permanent means having lasted 12 consecutive months and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means in the opinion of a Doctor:

- (i) the Covered Person's disability is Permanent; and
- (ii)
 - (a) where the Covered Person is aged 75 years or under, the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; or

- (b) where the Covered Person is over 75 years of age and up to but not including 85 years of age, the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business.

Policy means this PDS, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. endorsements and SPDs).

Policyholder means:

- (i) the named individual or entity listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured;
- (ii) any subsidiary company (including subsidiaries thereof) of the Policyholder and any other organisation under the control of the Policyholder and over which it is exercising active management;
- (iii) any new organisation acquired during the Period of Insurance by the Policyholder described in (i) and (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - (a) reported to the Insurer within ninety (90) days after it is acquired; and
 - (b) endorsed on this Policy.

Pre-Existing Medical Condition means:

- (i) any condition for which a Doctor was consulted or for which treatment or medication was prescribed in the 12 months immediately prior to the Covered Person's Effective Date of Coverage; or
- (ii) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware within three months prior to the Effective Date of Coverage.

Premium means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

Professional Sport means any sport for which a Covered Person receives any fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than 15% of their annual income from all sources.

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

Salary means:

- (i) in the case of a salaried employee, their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- (ii) in the case of a salary packaged employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- (iii) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant Schedule issued by Us to the Policyholder.

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

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

Temporary Partial Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in a substantial part of their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Tooth/Teeth means, for the purpose of Part D, a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

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

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

Personal Accident Cover

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

Where a Covered Person suffers from an Event described in Parts A, B, C or D of the following Table of Events that:

- (i) is as a result of a Bodily Injury; and
- (ii) occurs within 12 months of the date of a Bodily Injury,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown in the Schedule for that Event against Parts A, B, C or D.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Bodily Injury occurs during the Period of Insurance and while the person is a Covered Person and engaging in voluntary work on behalf of the Policyholder.

Table of Events

Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A – Lump Sum Benefits.

THE EVENTS Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3.	
(a) Paraplegia or Quadriplegia	100%
(b) Permanent and incurable paralysis of all limbs	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:	
(a) both ears	100%
(b) one ear	30%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four Fingers of either Hand	50%
14. Permanent Loss of use of one Thumb of either Hand	
(a) both joints	40%
(b) one joint	20%

15. Permanent Loss of use of Fingers of either Hand:	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
16. Permanent Loss of use of Toes of either Foot:	
(a) all – one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least five cm	7.5%
19. Permanent Loss of liver	75%
20. Permanent Loss of:	
(a) two kidneys	75%
(b) one kidney	35%
21. Permanent Loss of sexual function	45%
22. Permanent Loss of:	
(a) two testicles	40%
(b) one testicle	7.5%
23. Permanent Loss of spleen	30%
24. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	<p>Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us.</p> <p>In the event of a disagreement the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.</p>

Part B – Bodily Injury Benefits

Part B – Bodily Injury Resulting in Surgery – Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B – Bodily Injury Resulting in Surgery – Benefits.

THE EVENTS	THE BENEFITS
Note: The following surgical procedures must be carried out within 12 months of the date of the Bodily Injury	The benefits shown below are a percentage of the amount shown in the Schedule against Part B – Bodily Injury Resulting in Surgery – Benefits.
25. Craniotomy	100%
26. Amputation of a Limb	50%
27. Fracture of a Limb requiring open reduction	50%
28. Dislocation requiring open reduction	25%
29. Any other surgical procedure carried out under a general anaesthetic	5%

Part B – Weekly Benefits – Bodily Injury

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B – Weekly Benefits – Bodily Injury.

THE EVENTS	THE BENEFITS
30. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part B – Weekly Benefits – Bodily Injury, but not exceeding 100% of the Covered Person's Salary.
31. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed 100% of the Covered Person's Salary. Should the Covered Person be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the Covered Person's Salary.

Part C – Fractured Bones – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits.

THE EVENTS	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits
32. Neck, skull or spine (Complete Fracture)	100%
33. Hip	75%
34. Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
35. Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
36. Arm, elbow, wrist or ribs (Other Fracture)	25%
37. Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
38. Nose or collar bone	20%
39. Arm, elbow, wrist or ribs (Simple Fracture)	10%
40. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one Bodily Injury resulting in fractured bones shall be the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits.

Part C Additional Benefit for Established Non-Union

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits.

Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

THE EVENTS	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits
41. Loss of teeth or full capping of Teeth	100%
42. Partial capping of Teeth	50%

The maximum benefit payable for any one Bodily Injury resulting in loss of Teeth or dental procedures will be the amount shown in the Schedule against Part D – Loss of Teeth or Dental Procedures – Lump Sum Benefits. A limit per Tooth applies and will be the amount shown in the Schedule against Part D – Loss of Teeth or Dental Procedures – sub-limit.

Additional Cover

These Additional Covers apply to the Policy.

Accidental HIV Infection

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- (i) Bodily Injury caused by a violent physical assault; or
- (ii) medical treatment of the Covered Person's Bodily Injury provided by a Doctor or nurse,

We will pay the Covered Person the amount shown in the Schedule against Additional Cover – Accidental HIV Infection.

Conditions applicable to Accidental HIV Infection

1. There must be a positive diagnosis of H.I.V. infection within 180 days of the event occurring.
2. The event leading to the H.I.V. infection must be reported to Us, and medical tests must be carried out by a Doctor, no more than 48 hours from the date and time of the event.
3. A recognised laboratory must carry out the testing and prove that the Covered Person was not H.I.V. positive at the time of the event giving rise to the H.I.V. infection.

Accommodation and Transport Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury and is admitted as an in-patient in a hospital that is more than 100km from the Covered Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation costs for the Covered Person's Spouse/Partner and/or Dependent Child(ren) to travel to and/or remain with the Covered Person. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Accommodation and Transport Expenses.

Bed Care

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Bodily Injury and, as a result, is confined to bed (other than in a hospital or other medical facility) for a period in excess of 48 hours, We will pay the Covered Person the daily sum insured up to the maximum number of days as shown in the Schedule against Additional Cover – Bed Care provided the Covered Person gives Us the written opinion of a Doctor that the Bodily Injury necessitated the confinement to bed.

Chauffeur Services

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 30 and/or 31, We will pay for a chauffeur or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but a Doctor certifies that they are unable to drive a vehicle or travel on public transport. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Chauffeur Services.

Childcare Benefit

If a Covered Person suffers any of Events 2 – 8, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider, up to the amount shown in the Schedule against Additional Cover – Childcare Benefit, but only in respect of additional costs which would not otherwise have been incurred.

Coma Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continued unconsciousness, We will pay to the Covered person, the Covered Person's Spouse/Partner, or the Covered Person's legal representative, the amount shown in the Schedule against Additional Cover – Coma Benefit, for each week that a Covered Person remains in a state of continuous unconsciousness.

Conditions applicable to A

1. Cover is subject to the maximum number of weeks shown in the Schedule against Additional Cover – Coma Benefit.
2. The Covered person or their legal representative provides Us with a Doctor's certificate verifying that the Bodily Injury directly caused the unconsciousness.

Corporate Image Protection

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers a Bodily Injury and, in Our opinion, this is likely to result in a valid claim under the Policy with respect to Part A – Lump Sum Benefits for either:

- (i) Event 1 – Accidental Death; or
- (ii) Event 2 – Permanent Total Disablement,

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred:

- (a) to engage as necessary image consultants and public relations consultants; and
- (b) to release information through the media.

Costs must be incurred within 15 days of, and directly in connection with, such Bodily Injury, to protect and/or positively promote the Policyholder's business and image. The maximum amount We will pay with respect to any one Event or set of circumstances is the amount shown in the Schedule against Additional Cover – Corporate Image Protection, and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us if, after Our payment, it is found that a valid claim did not or will not eventuate.

Dependent Child Supplement

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Event 1 – Accidental Death, We will pay to the Covered Person's Spouse/Partner or legal representative of the Covered Person's estate, the amount shown in the Schedule against Additional Cover – Dependent Child Supplement, subject to the maximum benefit per family as shown in the Schedule.

Disappearance

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

When the Accidental Death (Event 1) is payable because of a disappearance, We will only pay that benefit if the Policyholder or the legal representatives of the Covered Person's estate give Us:

- (a) a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die or did not die as a result of a Bodily Injury; and
- (b) where the cause of the Covered Person's disappearance is unknown, a Death Certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent.

Conditions applicable to Disappearance cover

1. Where the cause of the Covered Person's disappearance is unknown, the disappearance must be reported to the local police and a written report obtained.
2. Where the disappearance occurs outside the Cover Person's country of residence, to the applicable embassy, consulate or other representative of the country of residence and a written report obtained.

Education Fund Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Event 1 – Accidental Death, We will pay up to the amount shown in the Schedule against Additional Cover – Education Fund Benefit on behalf of each surviving Dependent Child to each Dependent Child's school, university or institute of higher learning for fees incurred.

Emergency Home Help

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results in Event 30 and/ or 31 described in Part B of the Table of Events and is unable to carry out Domestic Duties, We will pay for the cost of reasonably incurred Domestic Duties expenses as a result of that Bodily Injury. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Emergency Home Help.

Conditions applying to Emergency Home Help

1. Childminding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.
2. Childminding and home help services must be certified by a Doctor as being necessary for the recovery of the Covered Person.

Escalation of Claim Benefit

After paying a benefit under Events 30 and/or 31 continuously for months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by 5% per annum.

Exposure

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

Financial Advice Benefit

If a Covered Person suffers any of Events 1 – 8 or Event 11, We will reimburse the Covered Person, or their Spouse/Partner or estate, up to the amount shown in the Schedule against Additional Cover – Financial Advice Benefit, for professional financial planning advice provided by a qualified financial planner.

Conditions Applying to Financial Advice Benefit

The advice must be:

1. given within 6 months of the Event occurring; and
2. provided by a financial planner who is not a Close Relative of the Covered Person.

Funeral Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers an Accidental Death, We will pay the expenses of burial or cremation at the place of death or the cost of returning the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Funeral Expenses.

Guaranteed Payment

If a Covered Person sustains a Bodily Injury for which benefits are payable under Event 30, We will immediately pay 12 weeks benefits provided that the Policyholder or a Covered Person gives Us proper medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.

Home/Car Modification Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers a Bodily Injury resulting in the payment of a benefit under Part A, Events 2–9(a) of the Policy, we will pay for necessary modifications to the Covered Person's home, workplace and/or car, or for relocation of the Covered Person to a more suitable home, in order to assist the Covered Person in maintaining an independent existence, The maximum amount We will pay with respect to any one Bodily Injury is the amount shown in the Schedule against Additional Cover – Home/Car Modification Expenses.

Non-Medicare Medical Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury, We will pay the Non-Medicare Medical Expenses incurred by the Policyholder or the Covered Person. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Non-Medicare Medical Expenses.

Conditions Applying to Non-Medicare Medical Expenses

1. The benefit payable is less any recovery made from any private health insurance fund with respect to the expense.
2. We will not pay the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

Orphan Benefit

If a Covered Person and their Spouse/Partner both suffer Event 1 – Accidental Death as a result of the same Accident, We will pay to the Covered Person's estate, or to the guardian of the Covered person's Dependent Child(ren), the lump sum amount for each surviving Dependent Child. The maximum We will pay per surviving Dependent Child and the aggregate per family, is shown in the Schedule against Additional Cover – Orphan Benefit.

Out of Pocket Expenses

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for clothing, medical aids (other than electronic devices) and local transportation for the purpose of seeking medical treatment, We will pay the actual and reasonable costs incurred, up to the amount shown in the Schedule against Additional Cover – Out of Pocket Expenses.

Conditions Applying to Out of Pocket Expenses

1. Cover is not available under this Additional Cover if a benefit is payable elsewhere under this Policy.
2. No cover is available for expenses for which a Medicare benefit is payable.

Premature Birth/Miscarriage Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in premature childbirth (prior to 26 weeks gestation) or miscarriage, We will pay the Covered Person the lump sum amount shown in the Schedule against Additional Cover – Premature Birth/Miscarriage Benefit.

Spouse/Partner Employment Training Benefit

If, during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers Bodily Injury which results in Event 1 – Accidental Death or Event 2 – Permanent Total Disablement, We will reimburse the Covered Person's Spouse/Partner up to the amount shown in the Schedule against Additional Cover – Spouse/Partner Employment Training Benefit for the actual costs of training or retraining such Spouse/Partner:

- (i) For the purpose of obtaining gainful employment; or
- (ii) To improve their potential for employment; and/or
- (iii) To enable them to improve the quality of care they can provide to the Covered Person.

Conditions Applying to Spouse/Partner Employment Training Benefit

1. The Spouse/Partner must be under the age of 65 at the commencement of the training.
2. The training must be provided by a recognised institution with the qualification(s) to provide such training.

Student Tutorial Costs

If, during the Period of Insurance and while the person is a Covered Person, a Covered Person who is a registered full-time student suffers from a Bodily Injury which results in Event 30 and/or 31 and is unable to attend classes, We will pay the cost, reasonably incurred, of home tutorial services as a result of that Bodily Injury. The maximum amount We will pay is the amount shown in the Schedule against Additional Cover – Student Tutorial Costs.

Condition Applying to Student Tutorial Costs

Home tutorial services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.

Tuition or Advice Expenses

If a Covered Person sustains a Bodily Injury for which benefits are payable under Events 30 and/or 31, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice given to the Covered Person by a licensed vocational school provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Covered Person's Doctor.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount per month and for the maximum number of months shown in the Schedule against Additional Cover – Tuition or Advice Expenses.

Unexpired Membership Benefit

If a Covered Person suffers a Bodily Injury for which a benefit is paid under any of:

- (i) Part A Events 2 – 8; or
- (ii) Events 30 and/or 31, and a Doctor certifies that the disablement will continue for a minimum period of 26 weeks,

which a Doctor certifies will prevent the Covered 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 Covered Person a pro-rat refund of such fees paid for the current season, up to the aggregate amount shown in the Schedule against Additional Cover – Unexpired Membership Benefit.

Visitors Benefit

If a third party visit the Policyholder's premises during the Period of Insurance in a business capacity and sustains a Bodily Injury which, had the visitor been a Covered Person, would have resulted in a benefit being paid under Events 1 or 2, We will pay the Policyholder the amount shown in the Schedule against Additional Cover – Visitors Benefit.

Workplace Assault Benefit

If a Covered Person sustains a Bodily Injury as a result of an unprovoked assault in the course of their duties for or on behalf of the Policyholder, We will pay the Covered Person the amount shown in the Schedule against Additional Cover – Workplace Assault Benefit.

Workplace Trauma Benefit

If a Covered Person witnesses a violent criminal act whilst at the premises of the Policyholder in the course of their duties for or on behalf of the Policyholder, We will pay the Covered Person the amount shown in the Schedule against Additional Cover – Workplace Trauma Benefit.

General Conditions Applicable to the Policy

These General Conditions apply to all covers and the Policy unless they are expressly stated not to apply.

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2–9(a), We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. We will not pay benefits for more than one of Events 1 to 24 in respect of the same Bodily Injury.
3. We will not pay benefits:
 - (i) for Events 30 and 31 in excess of a total aggregate period of 156 weeks in respect of any one Bodily Injury, unless otherwise stated in the Schedule;
 - (ii) or Events 30 and 31:
 - (a) during the Excess Period stated in the Schedule against Part B – Weekly Benefits – Bodily Injury, calculated from the commencement of the Bodily Injury; and
 - (b) after that Excess Period, in an amount which exceeds the applicable percentage as provided in the Schedule against Part B – Weekly Benefits – Bodily Injury of the lesser of:
 - (A) the maximum Salary stated in the Schedule; or
 - (B) the Covered Person's Salary.
 - (iii) for more than one of the surgical benefits described in Events 25 to 29, in respect of any one Bodily Injury.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
 - (i) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
 - (ii) sick pay received or, at the direction of the Policyholder sick leave entitlement, or any disability entitlement,

so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the lesser of:

- (a) the maximum Salary stated in the Schedule; or
- (b) the Covered Person's Salary.

5. Where, in relation to benefits payable for Events 2, 30 and/or 31, We do not agree with the opinion given by the Doctor (the initial Doctor), We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor chosen by Us forms a contrary opinion to that of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply. Where a Bodily Injury requires surgical treatment which cannot be performed within 12 months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that 12 month period and a Doctor certifies this, We will treat this 12 month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of Bodily Injury.
7. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Additional Cover, We will pay weekly benefits for Events 30 and 31 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.
8. All benefits which We pay under the Policy will be paid to the Policyholder or such person or persons and in such proportions as the Policyholder nominates, unless otherwise specified in the Policy.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 30 and/or 31 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 30 and 31 will cease from the date of such entitlement.

General Exclusions Applicable to the Policy

These General Exclusions apply to all covers and the Policy unless they are expressly stated not to apply.

We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which:

1. results from a Covered Person engaging in or taking part in:
 - (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (ii) training for or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide or any intentional illegal or criminal act committed by the Policyholder or a Covered Person;
3. results from War, invasion or Civil War;
4. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except as provided for under Additional Cover – Accidental HIV Infection;
5. results from any Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury); or
6. would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

General Provisions Applicable to the Policy

These General Provisions apply to all covers and the Policy unless they are expressly stated not to apply.

Aggregate Limit of Liability

Our total liability for all claims arising under the Policy during any one Period of Insurance will not exceed the amount shown in the Schedule against Aggregate Limit of Liability (A) any one Period of Insurance;

If claims are made under the Policy which exceed the above Aggregate Limit of Liability, We will reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances will be made at Our entire discretion and will not be the subject of any challenge of any kind.

Assistance and Co-operation

The Policyholder and a Covered Person must co-operate with Us and, upon Our reasonable request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and a Covered Person (where relevant) must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons must not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions or provisions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) by issuing a notice 30 days in advance in writing in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We will not refund any Premium if We have paid a benefit under the Policy.

Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under the Policy.

Claim Offset

Except for Part A – Lump Sum Benefits, the Policy does not cover any loss, damage, liability, Event or Bodily Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and the amount which the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

Contra Proferentem Clause

We acknowledge and agree that in any dispute with the Policyholder or any Covered Person, any ambiguity in the Policy will not be construed against the Policyholder or the Covered Person on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the Policy.

Currency

All amounts shown on the Policy are in Australian Dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars will be the rate at the time of incurring the expense or suffering a loss.

Due Diligence

The Policyholder and any Covered Person will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of the Policy are not to be construed or interpreted by reference to such headings.

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within 30 days or as soon as is reasonably practicable after the date of the occurrence.

The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Claimant who is the subject of a claim under the Policy, medically examined from time to time.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Proper Law

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

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

If We pay an amount under the Policy, We will be subrogated to all of the Claimant's rights and to recover against any person or entity other than another Policyholder, Covered Person or other persons protected by the Policy and the Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. After any loss, a Claimant must not take any action which will prejudice Our rights to subrogation.

Aon Risk Services Australia Limited

Level 9, 130 George Street
Parramatta NSW 2124

t (02) 8263 4000

f (02) 9253 7299

Toll Free 1800 806 584

e au.nfp@aon.com

aon.com.au/nfp

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