



Aon Not For Profit Facility Voluntary Workers Insurance

Product Disclosure Statement



**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 (Incorporated in Nebraska, USA. ABN 84 600 643 034, AFS Licence No. 466713). We are authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia. You can reach us by email at australia@bhspecialty.com or you can write to us at GPO Box 650, Sydney NSW 2001.

Cover is brokered, arranged and distributed by:

Aon Risk Services Australia Limited

ABN: 17 000 434 720, AFSL: 241141

Level 33, 201 Kent Street

Sydney NSW 2000

Phone: (02) 9253 7000

Fax: (02) 9253 7001

■ ABOUT THIS PDS

This PDS, and 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.

The formal terms and conditions are set out in the Policy wording, which is a separate document to this PDS. If there are any inconsistency between this PDS and the Policy wording, the full terms and conditions contained in the Policy wording will prevail. 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 23rd of June 2021.

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 it is a contract of insurance between us and the Policyholder. The contract is based upon the information you gave us when you applied for the insurance, and any subsequent information which you have supplied. You must pay the Premium, including government taxes and charges, for the relevant Period of Insurance and comply with all the Policy terms and conditions. If we issue a Policy, it will consist of:

- this PDS;
- Policy wording, which sets out information on the insurance and the standard terms and conditions (including any limits and exclusions) that apply;
- a Schedule, which 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 the Policy wording; and
- any other change to the terms of your Policy otherwise advised by us in writing (such as an endorsement or Supplementary PDS).

You are only insured for covers that have a benefit amount listed next to them in the Schedule.

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 Covered Persons, the Event(s), amounts insured, activities being undertaken and your claims history.

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

When you apply for this insurance, we will advise your broker of the total Premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the 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 will tell you the total amount payable when you apply and when and how it can be paid. This is detailed in the Schedule we issue.

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 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.

COVERED PERSONS ACCESS TO BENEFITS UNDER THE POLICY

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

A Covered Person's Period of Insurance begins on the date the Covered Person is added to the Policy by us at the request of the Policyholder and ends on the earlier of:

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

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

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

We are not obliged to notify a Covered Person, Spouse/Partner and/or Dependent Child(ren) of termination of the Policy.

AUTHORISATION AND NOTIFICATIONS

By acceptance of the Policy, the Policyholder agrees to act on behalf of Covered 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 Covered 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 a Covered 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; and
- receive any remuneration or other benefits from us.

Covered 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 Covered 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 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 1988 (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 23rd of June 2021 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 <https://bhspecialty.com/privacy-policy/privacy-policy-australia/>, 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.

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.

INDEPENDENT INTERNAL REVIEW

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

You can contact our IDR department by:

Email: Complaints.Australia@bhspecialty.com

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

The IDR department will contact you with a decision within fifteen (15) business days of receiving your complaint.

REVIEW BY THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

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

AFCA can be contacted by:

Phone: 1800 931 678

Email: info@afca.org.au

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

Web: www.afca.org.au

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

GENERAL INSURANCE CODE OF PRACTICE

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

- promote more informed relations between insurers and their customers;
- maintain and promote trust and confidence in the general insurance industry;
- provide a 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> and the APRA hotline on 1300 55 88 49.

WORDS WITH SPECIAL MEANING

Words that appear in capitals in the Policy have special meaning, as provided in the General Definitions section of the Policy wording. 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 Schedule. Those covers are subject to the terms, limitations, conditions and exclusions of the Policy that are not listed in the summary.

■ PERSONAL ACCIDENT

The below benefits for Events set out in the Table of Events will only be paid 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.

PART A – LUMP SUM BENEFITS

We will pay up to the agreed lump sum if a Covered Person suffers an Event that results in Accidental Death or a Bodily Injury specified in the Table of Events.

PART B – BODILY INJURY BENEFIT

We will pay up to the agreed lump sum for a Bodily Injury resulting in surgery undertaken outside of Australia. We will pay a Weekly Benefit to a Covered Person in relation to Temporary Total Disablement or Temporary Partial Disablement, up to the agreed amounts, following an Event that is a result of a Bodily Injury.

PART C – FRACTURED BONES

We will pay up to the agreed lump sum if a Covered Person suffers an Event that results in specified fractured bones.

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

We will pay up to the agreed lump sum if a Covered Person suffers an Event that results in loss or damage to Teeth.

■ MOTOR EXCESS

The below benefits will only be paid if the event occurs during the Period of Insurance and while the person is engaging in voluntary work on behalf of the Policyholder:

- Reimbursement for claims, including excesses payable under a Vehicles comprehensive or third party insurance policy which are not recoverable from any other source;
- Reimbursement for loss of any comprehensive insurance policy no claim bonus resulting from accidental damage to a Vehicle;
- Reimbursement for costs incurred as a result of loss of use of a comprehensively insured Vehicle being damaged as a result of an accident;
- Reimbursement for theft or damage to Personal Property of a Covered Person whilst engaged in an insured activity.

■ ADDITIONAL COVER

We will provide a range of additional benefits if a Covered Person suffers a Bodily Injury or other specified Event during the Period of Insurance and while the person is a Covered Person. Such benefits include:

- Accidental HIV Infection;
- Accommodation and Transport Expenses;
- Bed Care;
- Chauffeur Services;
- Childcare Benefit;
- Coma Benefit;
- Corporate Image Protection;
- Dependent Child Supplement;
- Disappearance;
- Education Fund Benefit;
- Escalation of Claim Benefit;
- Financial Advice Benefit;
- Funeral Expenses;
- Home/Car Modification Expenses;
- Non-Medicare Medical Expenses;
- Orphan Benefit;
- Out of Pocket Expenses;
- Premature Birth/Miscarriage Benefit;
- Spouse/Partner Employment Training Benefit;
- Student Tutorial Costs;
- Tuition or Advice Expenses;
- Unexpired Membership Benefit;
- Visitors Benefit;
- Workplace Assault Benefit; and
- Workplace Trauma Benefit.



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