



Arena Voluntary Workers Personal Accident Insurance Product Disclosure Statement and Wording Document

Wording/PDS Published/Edited - April 2021

This insurance is issued by Berkley Insurance Australia
ABN 53 126 559 706 AFSL 463129

Arena Voluntary Workers Personal Accident Insurance

Wording Document

Important Information

The Important Information detailed in A to E below is for your information only. It does not form part of the insurance contract with you, and does not impose contractual obligations on you, or create contractual rights

ABOUT ARENA

Arena Underwriting Pty Ltd (ABN 26 125 869 481 AFSL 317617) (Arena) Arranges for and on behalf of Berkley Insurance Australia.

Arena acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Arena acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Arena in any of the following ways:

Phone: 02 4952 4477

Postal Address: Suite 7, 34 – 36 Pacific Hwy, Wyong NSW 2259

Email: info@arenaunderwriting.com.au

ABOUT BERKLEY INSURANCE

Berkley Insurance Australia (ABN 53 126 559 706, AFS 463129) is part of the W.R Berkley Corporation.

Berkley Insurance Australia underwrites this policy and is responsible for decisions on claims approvals and payments.

Phone: 02 9275 8500

Postal Address: Level 7, 321 Kent St, Sydney NSW 2000

Email: australia@berkleyinaus.com.au

A. Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Please read the following information

B. Subrogation Agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the insurance, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the Insurer will not cover you under the insurance for such loss or damage.

C. Privacy

Berkley Insurance Australia seeks at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

Disclosure of Information that you provide to us

Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Berkley Insurance Australia and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- That the information has been collected in accordance with the Privacy Act 1988.
- That we are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided you with the information, are aware and have

complied with the Privacy Act 1988 and have notified the

- person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless You have given Us Your permission for Us to do this.

Cross Border

We will share Your personal information with the Berkley group of companies. Our data containing Your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and Your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website www.berkleyinaus.com.au or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed below or alternatively send an email to australiaclaims@berkleyinaus.com.au.

Contact Details

Berkley Insurance Australia

Level 23, 31 Market Street

SYDNEY NSW 2000

Ph: 02 9275 8500

Fax: 02 9261 2773

Email: australia@berkleyinaus.com.au

Web site: www.berkleyinaus.com.au

Arena Voluntary Workers Personal Accident Insurance

Wording Document

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Arena Voluntary Workers Personal Accident Insurance

Wording Document

1 Product Disclosure Statement

1.1 Why is a PDS Important?

This section contains a Product Disclosure Statement (PDS) for the Arena Voluntary Workers Personal Accident Insurance Policy (Policy). The PDS contains important information to help you understand the terms and conditions of the Policy and make an informed decision about purchasing it.

The PDS outlines the significant features, benefits and limitations of the Policy. You will need to refer to the Policy Wording for a full description of the terms, conditions and limitations of the Policy.

Any general advice that may be contained within this PDS or accompanying material does not take into account anyone's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given as to whether the Sum Insured, type and level of cover are appropriate.

This information in this PDS was current at the date of preparation. From time to time, information that is not materially adverse may be updated without needing to notify you. You can obtain a copy of updated information by visiting www.berkleyinaus.com.au.

1.2 About Berkley Insurance Australia

Berkley Insurance Australia (BIA) ABN 53 126 559 706 ("We", "Us", "Our") is the insurer of this

Policy.

To find out more about us visit:

www.berkleyinaus.com.au

You can contact BIA in any of the following ways:

Phone: +61 2 9275 8500
Postal Address Level
23, 31 Market Street,
Sydney NSW 2000

1.3 About Arena

Arena Underwriting Pty Limited (ABN 26 125 869 481 AFSL 317617) (Arena) arranges policies for and on behalf of BIA. Arena acts under an authority given to it by BIA to administer and issue policies, alterations and renewals. In all respects of this Policy, Arena acts as an agent of BIA and not you.

If you have any queries in relation to this Policy, you can contact Arena in any of the following ways:

Phone: +61 4952 4477
Postal Address: Suite 7
34 – 36 Pacific Hwy
Wyong NSW 2259

Email: info@arenaunderwriting.com.au

SUMMARY OF COVER

The following provides a summary of the cover contained in the policy. Cover is only provided if specified as applicable in the policy Schedule. Certain terms within this summary are defined within the policy. Please refer to Section 5 Definitions and Interpretations for these definitions.

1.4 Personal Accident Benefits

- 1.4.1 Capital Benefits are payable under Section 2 of the policy where an Insured Person suffers from an Injury as a result of Bodily Injury during the Period of Insurance whilst they are engaging in voluntary work on behalf of the Insured. Capital Benefits are described as a percentage of the Sum Insured detailed in the policy.
- 1.4.2 Loss of Earnings Benefits are payable under Section 2 of the policy where an Insured Person suffers from Temporary Total Disablement or Temporary Partial Disablement as a result of Bodily Injury during the Period of Insurance whilst they are engaging in voluntary work on behalf of the Insured. Loss of Earnings Benefits are calculated at 85% of the Weekly Benefit detailed in the policy Schedule.
- 1.4.3 Fractured Bones Benefits are payable under Section 2 of the policy where an Insured Person fractures or breaks a bone or bones as a result of Bodily Injury during the Period of Insurance whilst they are engaging in voluntary work on behalf of the Insured.
- 1.4.4 Dental Benefits are payable under Section 2 of the policy where an Insured Person requires a Dental Procedure as a result of Bodily Injury during the Period of Insurance whilst they are engaging in voluntary work on behalf of the Insured.

Coverage is only available for the above Benefits where such Benefits are noted as Covered in the policy Schedule.

Please refer to Clauses 2.1 - 2.4 for full details of the coverage provided under Section 2.

1.5 Additional Benefits

Section 3 of the policy describes benefits that are payable in addition to the Benefits covered under Section 2 of the policy. Additional Benefits are only payable where coverage is provided under Section 2 of the policy.

1.6 Exclusions

Section 4 of the policy describes events or illnesses for which coverage is not provided under the policy, such as:

- 1.6.1 Mental Health
- 1.6.2 Hernia
- 1.6.3 HIV/AIDS and Sexually Transmitted Diseases
- 1.6.4 Riot / Criminal Acts
- 1.6.5 Asbestos
- 1.6.6 Fraud, Dishonest, Criminal or Intentional Loss Damage or Injury
- 1.6.7 Certain Activities
- 1.6.8 Self-Injury or Suicide
- 1.6.9 Nuclear Risks
- 1.6.10 Contraventions of Health Legislation
- 1.6.11 Subsequent Injury
- 1.6.12 Multiple Injuries
- 1.6.13 Pre-Existing Conditions

Section 4 also details some additional restrictions in relation to Weekly Benefits and coverage available to Insured Persons of various ages.

1.7 Conditions

Sections 6 and 7 of the policy detail various conditions that apply to coverage under the policy.

2 Personal Accident Benefits

2.1 Capital Benefits

Where an Insured Person suffers from an Injury described in the Table of Capital Benefits that:

2.1.1 is a direct result of Bodily Injury; and

2.1.2 occurs within twelve months of the date of the Bodily Injury;

We will pay the proportionate Benefit set out in the Table of Capital Benefits up to the Sum Insured, PROVIDED ALWAYS THAT:

2.1.3 the Bodily Injury occurs during the Period of Insurance; and

2.1.4 the Insured Person is engaging in voluntary work on behalf of the Insured at the time the Bodily Injury occurs; and

2.1.5 the policy Schedule shows the Benefit as Covered.

Table of Capital Benefits

Injury	Benefit		Injury	Benefit
Accidental Death	100%		Permanent loss of use of one (1) Thumb of either Hand –one joint	15%
Permanent Total Disablement	100%		Permanent Loss of use of Fingers of either hand – three (3) joints	15%
Permanent Paraplegia or quadriplegia	100%		Permanent Loss of use of Fingers of either hand – two (2) joints	10%
Permanent Loss of sight of one or both eyes	100%		Permanent Loss of use of Fingers of either hand – one (1) joint	7.5%
Loss of use of two (2) limbs	100%		Permanent Loss of Use of Toes of either Foot – all – one (1) Foot	15%
Loss of use of one (1) limb	100%		Permanent Loss of Use of Toes of either Foot – great – both joints	5%
Permanent and incurable insanity	100%		Permanent loss of use of toes of either foot – great – one (1) joint	3%
Loss of hearing in both ears	100%		Permanent loss of use of toes of either Foot – other than great – each Toe	1%
Loss of hearing in one (1) ear	20%		Fractured leg or patella with established non-union joints	10%
Permanent loss of the lens of both eyes	100%		Permanent total loss of Liver	75%
Permanent loss of the lens of one (1) eye	60%		Permanent total loss of two (2) kidneys	75%
Permanent disfigurement which to more than 50% of the head and neck	75%		Permanent total loss of one (1) kidney	35%
Permanent disfigurement which covers more than 20% of the remainder of the external body (excluding the head and neck)	50%		Permanent total loss of sexual function	45%
Permanent loss of use of four (4) fingers and thumb of either hand	75%		Permanent total loss of two (2) testicles	40%
Permanent loss of use of four (4) fingers of either hand	40%		Permanent total loss of one (1) testicle	7.5%
Shortening of leg by at least 5cm	7.5%		Permanent total loss of spleen	30%
Any permanent partial disablement not accounted for above will be paid for in proportion to the degree of Permanent disability as compared with the cases listed above without taking into account the Occupation of the Insured Person.				

We will assess whether a condition is Permanent at the end of the twelve (12) month period from the date of the Injury on the medical evidence then available.

2.2 Loss of Earning Benefits

2.2.1 Where an Insured Person suffers from Temporary Total Disablement that:

2.2.1.1 is a result of Bodily Injury; and

2.2.1.2 occurs within twelve months of the date of the Bodily Injury;

We will pay up to 85% of the Weekly Benefit set out in the Schedule, or

2.2.2 Where an Insured Person suffers from Temporary Partial Disablement that:

2.2.2.1 is a result of Bodily Injury; and

2.2.2.2 occurs within twelve months of the date of the Bodily Injury;

We will pay up to 85% of the Weekly Benefit set out in the Schedule;

PROVIDED ALWAYS THAT:

2.2.3 the Bodily Injury occurs during the Period of Insurance; and

2.2.4 the Insured Person is engaging in voluntary work on behalf of the Insured at the time the Bodily Injury occurs; and

2.2.5 the policy Schedule shows the Benefit as Covered; and

2.2.6 the Insured Person's overall income does not exceed 85% of their pre-injury average weekly earnings.

Our liability to pay the Weekly Benefit will be reduced by:

2.2.7 any statutory workers compensation or transport accident scheme payments;

2.2.8 any contract of employment or workplace agreement payments;

2.2.9 any workers compensation legislation payments;

2.2.10 all other workers compensation legislation carve-out, top up or similar arrangement payments.

2.3 Fractured Bones Benefits

Where an Insured Person fractures or breaks a bone or bones as described in the Table of Fractured Bones Benefits that:

2.3.1 is a result of Bodily Injury; and

2.3.2 occurs within twelve months of the date of the Bodily Injury;

We will pay the corresponding Benefit set out in the Table of Fractured Bones Benefits, PROVIDED ALWAYS THAT:

2.3.3 the Bodily Injury occurs during the Period of Insurance; and

2.3.4 the Insured Person is engaging in voluntary work on behalf of the Insured at the time the Bodily Injury occurs; and

2.3.5 the policy Schedule shows the Benefit as Covered.

Table of Fractured Bones Benefits

Injury	Benefit
Neck, skull or spine (Complete Fracture)	\$10,000
Hip	\$ 7,500
Jaw, pelvis, leg, ankle or knee (other fracture)	\$ 5,000
Jaw, pelvis, leg, ankle or knee (Simple Fracture)	\$ 3,000
Arm, elbow, wrist or ribs (Complete Fracture)	\$ 2,500
Arm, elbow, wrist or ribs (Simple Fracture)	\$ 1,000
Nose or collar bone	\$ 2,000
Finger, thumb, foot, hand or toe	\$ 750

Provided that:

- i. complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces; and
- ii. a simple fracture means a closed fracture in which there is a basic and uncomplicated break in the bone with little or no bone displacement and which in the opinion of a suitably qualified and registered medical

- practitioner requires minimal and uncomplicated medical treatment; and
- iii. other fracture means any fracture other than a simple fracture; and
- iv. in the case of an established non-union of any of the above fractures, We will pay an additional 5% in benefit; and
- v. the maximum benefit We will pay as a result of any single Bodily Injury will be \$10,000.

2.4 Dental Benefits

Where an Insured Person requires a dental procedure as described in the Table of Dental Benefits that:

- 2.4.1 is a direct result of Bodily Injury; and
- 2.4.2 occurs within twelve months of the date of the Bodily Injury;

We will pay the corresponding Benefit set out in the Table of Dental Benefits up to the Sum Insured, PROVIDED ALWAYS THAT:

- 2.4.3 the Bodily Injury occurs during the Period of Insurance; and
- 2.4.4 the Insured Person is engaging in voluntary work on behalf of the Insured at the time the Bodily Injury occurs; and
- 2.4.5 the surgery is undertaken inside of Australia; and
- 2.4.6 the policy Schedule shows the Benefit as Covered.

Table of Dental Benefits

Injury or Procedure	Benefit
Loss of teeth or full capping of teeth	\$250 per tooth
Partial capping of teeth	\$125 per tooth

Provided that:

- i. tooth or teeth means a sound and natural permanent tooth, but excludes any first or milk teeth, dentures, implants or dental fillings; and
- ii. the maximum benefit We will pay as a result of any single accident will be \$2,000.

3 Additional Benefits

3.1 Funeral Expenses

We will pay up to an additional \$10,000 for funeral expenses in the event of the death of an Insured Person where the death is covered by this policy.

3.2 Modification Expenses

If an Insured Person is entitled to 100% of a Capital Benefit, We will pay an additional \$15,000 for costs necessarily incurred to modify the Insured Persons' home and/or motor vehicle, or relocating to a suitable home provided that the modification and/or relocation are prescribed by a qualified medical practitioner.

3.3 Home Help

If an Insured Person does not engage in any paid employment and becomes incapable of attending to their pre-injury Domestic Duties as the result of a Bodily Injury covered by this policy, We will indemnify them for the costs necessarily incurred to employ domestic help, provided that:

- 3.3.1 the maximum We will pay for this Additional Benefit is \$500 per week for an aggregate period not exceeding 52 weeks; and
- 3.3.2 payments under this Additional Benefit will be made at the end of each 4 week period on receipt of a tax invoice; and
- 3.3.3 We will only cover services that are provided by persons other than members of the Insured Person's family or other relatives or persons living with the Insured Person; and
- 3.3.4 We will only cover services where a suitably qualified and registered medical practitioner has certified that they are required as being necessary for the recovery of the Insured Person.

We will not pay for this Additional Expense:

- i. if an Insured Person is paid any Weekly Benefit under Insuring Clause 2 of the policy – Loss of Earnings Benefits; or
- ii. for more than one Injury, at any one time; or
- iii. once the Insured Person can care for themselves at home as they could before the Injury.

3.4 Medical Out of Pocket Expenses

If an Insured Person suffers a Bodily Injury We will reimburse where permissible by law, expenses that are paid:

- 3.4.1 to any suitably qualified and registered medical practitioner, nurse, hospital or ambulance services for medical, surgical, x-ray, hospital or nursing treatment;
- 3.4.2 for any physiotherapy, chiropractic, osteopath, massage or naturopathic treatment (where certified as necessary for the recovery of the Insured Person by a suitably qualified and registered medical practitioner);
- 3.4.3 for any medical supplies, non-prescription pharmaceutical costs, orthotics, splints and prosthesis.

PROVIDED ALWAYS THAT:

- 3.4.4 the maximum We will pay for this Additional Expense is \$10,000.
- 3.4.5 the expenses incurred within 12 months of the Injury unless any delay is on the advice of a registered suitably qualified and registered medical practitioner or dentist:

We will not pay for any expenses:

- 3.4.6 that are covered partially or in full by Medicare; or
- 3.4.7 that are recoverable from any private health insurance or any statutory insurance scheme such as workers compensation, except for any amounts in excess of the amount recoverable from such other source; or
- 3.4.8 that the law states We cannot cover, such as the Medicare gap (being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense); or
- 3.4.9 for any treatment of fractured or broken bones unless such treatment is necessarily required as a result of Injury, less any amounts paid under the Fracture Bones Benefits Table in Clause 2.3
- 3.4.10 for any dental treatment to teeth, unless such treatment is necessarily required (other than dentures) as a result of Injury, less any amounts paid under the Table of Dental Benefits in Clause 2.4; or
- 3.4.11 which are less than \$50 any one individual expense.

3.5 Rehabilitation

We will reimburse the Insured Person for costs reasonably incurred for the Insured Person to participate in a return to work programme, PROVIDED ALWAYS THAT:

- 3.5.1 the Insured suffers from an Injury covered under Extension 2.1 or Extension 2.2; and
- 3.5.2 We agree to the costs being incurred by the Insured Person; and
- 3.5.3 the programme has been approved by the insured Person's qualified medical practitioner.

The maximum amount payable under this extension is \$5,000 in the aggregate

3.6 Out of Pocket Expenses

If an Insured Person suffers a Bodily Injury We will reimburse the following out of pocket expenses which are incurred as a direct result of the Injury:

- 3.6.1 where We have accepted a claim under Insuring Clause 2.1:
 - i. up to \$200 per week for an aggregate period not exceeding 26 weeks to cover the reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from:
 - a. their usual place of residence and a local hospital or other local provider of medical services; or
 - b. their usual place of work and their usual place of residence, if the Insured Person recovers sufficiently to return to work;
 and a suitably qualified and registered medical practitioner has certified that they are unable to drive a motor vehicle or travel on other available modes of public transport.
 - ii. where the Insured Person is registered as a full time student and is unable to attend regular scheduled classes, the reasonable costs of home tutorial services up to a maximum of \$500 per week for an aggregate period not exceeding 52 weeks. Provided that home tutorial services must be carried out by persons other than members of the Insured Person's family or other relatives.
- 3.6.2 where We have accepted a claim under this policy under either Insuring Clause 2.1 or 2.2:
 - i. a pro-rata refund of any pre-paid annual membership, association or registration fee of any professional association, union, industry body, sporting or similar organisation where a suitably qualified and registered medical practitioner has certified that the Insured Person is unable to continue to attend or participate in any such organisation.
 - ii. any other out of pocket expenses not otherwise payable under this policy necessarily incurred solely and directly from Injury which is not recoverable from any other source.

The maximum amount We will pay under this Additional Benefit is \$10,000.

3.7 Dependent Children

If an Insured Person suffers an accidental death covered under the Capital Benefits Table and is survived by dependent children:

- 3.7.1 We will pay to the Insured Person's beneficiary or legal representative acting on behalf of the Insured Person's beneficiary, a lump sum benefit of \$5,000 for the sole benefit of each surviving dependent child. The maximum aggregate amount payable under clause 3.7.1 is \$25,000 for all surviving dependent children; or
- 3.7.2 and the Insured Person's spouse or partner is killed as a result of the same accident, We will pay to the Insured Person's estate a lump sum benefit of \$10,000 for each surviving dependent child. The maximum aggregate amount payable under clause 3.7.2 is \$50,000 for all surviving dependent children.

3.8 Independent Financial Advice

If an Insured Person suffers a Bodily Injury and is entitled to a payment of 100% of the Capital Benefit, We will reimburse the Insured Person or the Insured Person's spouse or partner (or the legal representative of the Insured Person's estate as directed by the beneficiary) up to \$5,000 or independent professional financial advice provided by a qualified financial planner within six months of the date of the Injury.

3.9 Coma

If an Insured person suffers a Bodily Injury which directly results in the Insured Person being in a state of coma, We will pay to the Insured Person's spouse or partner (or the legal representative of the Insured Person's estate) an amount of \$500 per week for each week that the Insured Person remains in a coma or an aggregate period not exceeding 26 weeks.

3.10 Miscarriage / Premature Child Birth

If an Insured person suffers a Bodily Injury which directly results in them:

- 3.10.1 suffering a miscarriage; or
 - 3.10.2 undergoing a premature child birth (prior to 26 weeks gestation);
- We will pay to the Insured Person a lump sum benefit of \$5,000.

3.11 Partner Retraining

If an Insured Person suffers a Bodily Injury which directly results in permanent death or Permanent Total Disablement, We will reimburse the Insured Person's spouse or partner up to \$10,000 for the actual and reasonable costs incurred for training or retraining the spouse or partner:

- 3.11.1 for the sole purpose of obtaining gainful employment or re-employment; or
- 3.11.2 to improve the prospects of their employment or re-employment; and/or
- 3.11.3 to improve the quality of care that they are able to provide an Insured Person suffering Permanent Total Disablement.

PROVIDED ALWAYS THAT:

- i. the training is provided by a recognised institution with qualified skills to provide such training; and
- ii. the Spouse or Partner is less than 65 years of age at the commencement of the training or retraining; and
- iii. all such expenses are incurred within 24 months from the date of the Injury.

3.12 Remote Accommodation and Transport

If an Insured Person suffers a Bodily Injury and is required to be hospitalised as a patient of a hospital or medical facility for a period exceeding 3 days, and the hospital or medical facility is more than 100 kilometres from their normal place of residence, We will pay the actual and reasonable expenses of any spouse or partner and/or dependent children to travel to and remain with the Insured Person. The maximum aggregate amount payable under this extension is \$10,000.

3.13 Workplace or Trauma

If an Insured Person witnesses and/or suffers Bodily Injury as a result of any threatened or actual attempt to inflict physical harm to another Insured Person, client of the Insured or a visitor to any premises of the Insured, then subject to no other benefit being payable under this policy, We will pay for any services provided by a suitably specialised suitably qualified and registered medical practitioner to treat the Insured Person. The maximum aggregate amount payable under this extension is \$10,000.

4 Exclusions

The following exclusion apply to all Sections of this policy.

4.1 Mental Health

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

4.2 Hernia

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with hernia.

4.3 HIV / AIDS and Sexually Transmitted Disease

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Virus (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

4.4 Riot / Criminal Act

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with:

- 4.4.1 riot in which the Insured Person is participating; or
- 4.4.2 criminal acts or criminal activity.

4.5 War and Terrorism

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence any of the following:

- 4.5.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto, martial law;
- 4.5.2 riots, strikes or civil commotion;
- 4.5.3 any Act of Terrorism; or
- 4.5.4 any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to those things in 4.5.1 to 4.5.3 above.

The burden of proving that a claim does not fall within this exclusion will be upon the Insured.

4.6 Asbestos

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with asbestos or asbestosis of any kind.

4.7 Fraud, Dishonest, Criminal or Intentional Loss Damage or Injury

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with any act, error or omission of any person which is dishonest, fraudulent, criminal or malicious or which is intended by that person to cause loss, damage or injury or to deprive a third party of a right to which they would otherwise be entitled (or which is done or omitted to be done with reckless disregard for the consequences) or is a wilful or reckless breach of statute, contract or duty.

4.8 Certain Activities

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with the Insured Person engaging in or taking part in any of the following activities:

- 4.8.1 winter sports outside Australia or New Zealand;
- 4.8.2 hang-gliding, parachuting or para-gliding;
- 4.8.3 naval, army, air force or any type of military service or operation;
- 4.8.4 voluntary fire brigade activities or emergency services operations;
- 4.8.5 driving a motor vehicle whilst having a percentage of alcohol in the Insured Person's breath or blood in excess of that permitted by law;
- 4.8.6 the Insured Person abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the Insured Person;
or
- 4.8.7 flying or operating an aircraft.

4.9 Self-Injury or Suicide

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with intentional self-injury or suicide.

4.10 Nuclear Risks

We will not pay for any Injury directly or indirectly caused or contributed to by, or in connection with:

- 4.10.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 4.10.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.11 Contraventions of Health Legislation

We will not pay for any Injury where payment would result in Us contravening the any Commonwealth, State or Territorial health related legislation.

4.12 Age Exclusion

The amount that We will pay in respect of any claim under the policy will vary depending upon the age of the Insured Person at the time of the Injury.

The most We will pay in respect of each Insuring Clause in respect of Injury will be as follows:

4.12.1 Under Insuring Clause 2.1, 2.3 or 2.4

- i. where an Insured Person is less than 18 years of age – a maximum of \$25,000; or
- ii. where an Insured Person is between 18 years and 75 years of age – the Benefit shown in the Schedule; or
- iii. where an Insured Person is more than 75 years of age – a maximum of \$40,000.

4.12.2 Under Extension 2.2 Weekly Benefits

- i. where an Insured Person is less than 18 years of age – the Benefits as shown in clause 2.2; or
- ii. where an Insured Person is between 18 years and 75 years of age – the Benefits as shown in clause 2.2; or
- iii. where an Insured Person is more than 75 years of age – Nil other than in respect of an Insured Person who at the time of loss can demonstrate any earnings.

4.12.3 Under Insuring Clause 3 Additional Benefits

- i. where an Insured Person is less than 18 years of age – the Benefits shown in the Schedule; or
- ii. where an Insured Person is between 18 years and 75 years of age – the Benefit shown in the Schedule; or
- iii. where an Insured Person is more than 75 years of age – the Benefit shown in the Schedule other than in respect of clause 3.3 Home Help which is reduced to a maximum of \$250 per week for a maximum benefit period of 26 weeks.

4.13 Subsequent Injury

4.13.1 We will not pay the Benefit for any subsequent Bodily Injury to an Insured Person where that Insured Person has suffered one of the following Injuries:

- 4.13.1.1 Permanent Total Disablement;
- 4.13.1.2 Paraplegia or quadriplegia;
- 4.13.1.3 Loss of sight of both eyes;
- 4.13.1.4 Loss of sight of one (1) eye;
- 4.13.1.5 Loss of use of two (2) limbs;
- 4.13.1.6 Loss of use of one (1) limb;
- 4.13.1.7 Permanent and incurable insanity; or
- 4.13.1.8 Loss of hearing in both ears.

4.13.2 After payment of a Capital Benefit for 100%, no further Capital, Fractured Bones or Dental Benefit will be payable to the Insured Person.

4.14 Multiple Injuries

We will not pay any Benefits for more than one of the Injuries noted in the:

- 4.14.1 Table of Capital Benefits; or
 - 4.14.2 Table of Fractured Bones or Dental Benefits;
- arising from the same Bodily Injury.

After payment of a Capital Benefit for 100%, no further Capital, Fractured Bones or Dental Benefit will be payable to the Insured Person.

4.15 Weekly Benefits

- 4.15.1 We will not pay any Weekly Benefit greater than 85% of the Insured Person's weekly pre-injury earnings.
- 4.15.2 We will not pay any Weekly Benefit for any Temporary Total Disablement and Temporary Partial Disablement that occur for the same period of time.
- 4.15.3 We will not pay any Weekly Benefit if the Insured Person commences any new occupation regardless of whether it is on a casual, temporary, part-time or permanent basis.

4.16 Weekly Benefit Excess Period

We will not pay any Weekly Benefit during the Excess Period stated in the Schedule or if no period is stated in the Schedule then 28 days.

4.17 Weekly Benefit Aggregate Period

We will not pay any Weekly Benefit for longer than the Section 2 Benefit Period stated in the Schedule or if no period is stated in the Schedule then 104 weeks.

4.18 Pre Existing Conditions

We will not pay for any condition or pre-existing Injury in respect of which an Insured Person:

- 4.18.1 knew about; or
- 4.18.2 sought treatment for prior to the inception of this policy; or
- 4.18.3 should reasonably have known about within 3 months prior to the inception of the policy.

5 Definitions and Interpretations

Headings and notes are for information purposes only and are not to be construed as part of this insurance. Various words and phrases are used in this insurance and wherever they appear in capital letters and whether they are used in the plural or singular form, they are deemed to have the meaning set out below.

5.1 Accidental Death

Means unintentional permanent death occurring as a result of Bodily Injury.

5.2 Act of Terrorism

Means activity that:

5.2.1 involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and

5.2.2 is connected to a recognised terrorist group or appears to be intended to:

5.2.2.1 intimidate or coerce a civilian population;

5.2.2.2 disrupt any segment of the economy of a government de jure or de facto, state or country;

5.2.2.3 overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or

5.2.2.4 affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking.

5.3 Additional Benefit

Means the expenses provided under Section 3 of the policy.

5.4 Benefit

Means the amount specified in the Table of Benefits and is a percentage of the Total Benefit declared in the Schedule for each Coverage under Section 2.

5.5 Benefit Period

Means the period specified in the Schedule and is the maximum number of weeks that We will pay Weekly Benefits following an Injury to an Insured Person.

5.6 Bodily Injury

Means damage to the body or death resulting from an accident which is not an illness, disease or condition and occurs during the Period of Insurance independently of any other illness or other cause, whilst the person is an Insured Person.

5.7 Domestic Duties

Means the usual or normal duties the Insured Person relating to the running of a home.

5.8 Excess

Means the amount specified in the Schedule and is the amount payable by the Insured prior to us paying any Benefit or Additional Benefit.

5.9 Injury

Means damage to the body or death.

5.10 Insured

Means the person(s), partnership, company or corporation or other entity noted in the Schedule.

5.11 Insured Person

Means any voluntary worker of the Insured whilst actually working for the Insured.

5.12 Permanent

Means continuing for twelve (12) months and at the expiry of the period, in all probability will continue for the remainder of the Insured Persons' life.

We will assess by reference to the medical evidence available from a suitably qualified and registered medical practitioner at the end of the twelve (12) month period from the date of the Bodily Injury whether a condition is Permanent.

5.13 Permanent Total Disablement

Means impairment of physical ability which in the opinion of a suitably qualified and registered medical practitioner prevents the Insured Person from engaging in their usual occupation for the remainder of the Insured Person's working life.

5.14 Period of Insurance

Means the period specified in the Schedule.

5.15 Premium

Means the premium specified in the Schedule.

5.16 Schedule

Means the policy Schedule attached to this policy Wording.

5.17 Sum Insured

Means the amount specified in the Schedule.

5.18 Temporary Partial Disablement

Means the temporary impairment of physical ability which in the opinion of suitably qualified and registered medical practitioner prevents the Insured Person from attending to a substantial part of the Insured Person's usual occupation.

5.19 Temporary Total Disablement

Means impairment of a physical ability for a limited period, which in the opinion of suitably qualified and registered medical practitioner prevents the Insured Person from attending to any part of the Insured Person's usual occupation.

5.20 Total Benefit

Means the amount specified in the Schedule in respect of each Extension under Section 2.

5.21 Weekly Benefit Aggregate Period

Means the period specified in the Schedule and is the maximum period of time for which We will pay Weekly Benefits to an Insured Person in respect of one Bodily Injury.

5.22 Weekly Benefit Excess Period

Means the period specified in the Schedule and is the period of time following an Injury for which no Benefits are payable.

5.23 We, Us, Our

means Berkley Insurance Australia ABN 53 126 559 706.

6 Claim Conditions & Procedures

The following conditions apply to this insurance:

6.1 Notice of a Claim

In the event of an Injury, the Insured Person must as soon as reasonably practicable:

- 6.1.1 Obtain and follow proper medical advice from a suitably qualified and registered medical practitioner;
- 6.1.2 Obtain a medical certificate from a suitably qualified and registered medical practitioner.

In order to make a claim under this policy, notice should be provided in writing to:

National Head of Claims
australiacclaims@berkleyinaus.com.au
Berkley Insurance Australia
PO Box Q296
QVB NSW 1230

6.2 After Making the Claim

After making the claim the Insured Person must:

- 6.2.1 provide details of any other insurance that covers or may cover the same Injury;
- 6.2.2 provide at their own expense all medical evidence which We may reasonably require to assess the claim;
- 6.2.3 undergo, at Our expense, any medical examination which We may reasonably require to assess the claim;
and
- 6.2.4 continue to be a resident of Australia.

In the case of death We are entitled to authorise the conduct of a post mortem examination at Our expense.

6.3 Limit of Liability

Our total liability for all claims under this policy shall not exceed the Sum Insured specified in the policy Schedule.

6.4 Excess

In respect of each claim or loss covered by this policy the Insured is liable for the amount of any Excess stated in the Schedule and We will have no liability for the amount of any Excess.

6.5 Other Insurance

In the event of a claim the Insured or the Insured Person must notify Us of any other insurance they are entitled to claim under or have access to that may cover the same risk.

7 General Conditions

The following conditions apply to this insurance (for the purposes of these conditions any reference to claim also includes reference to legal costs and expenses and a Fine or Penalty):

7.1 Jurisdiction and Service

In the event of a dispute arising under or in connection with this policy, We, at the request of the Insured, will submit to the jurisdiction of competent courts in the Commonwealth of Australia. The dispute shall be determined in accordance with the law and practice of that jurisdiction, as applied in those courts.

7.2 Terms of Payment

All Premium due to Us under this policy will be paid within thirty (30) days from the policy's inception.

7.3 Cancellation

The circumstances and manner in which We may cancel this insurance is governed by the Insurance Contracts Act 1984 (Cth).

The Insured may cancel this insurance at any time.

If the policy is cancelled by the insured no later than 14 days after the inception date of the policy, and no claim or incident that is likely to give rise to a claim has been reported to the Insurer, the insured will be entitled to a full refund of the premium paid.

If the policy is cancelled by the insured at a date later than 14 days after the inception of the policy and no claim or incident that is likely to give rise to a claim has been reported to the insurer, the insured will be entitled to a pro rata refund on the unused period of insurance.

No refund will be paid under any circumstances if a claim or incident that is likely to give rise to a claim have been reported to the insurer.

7.4 Subrogation

If any payment is made by Us, the Insured grants to Us all rights of recovery against any parties from whom a recovery may be made and the Insured will take all reasonable steps to preserve such rights and shall provide Us with any and all assistance that We may require to give effect to such rights.

7.5 Alteration to Risk

The Insured will give Us written notice as soon as reasonably practicable of any material alteration to the risk during the Period of Insurance including but not limited to:

- 7.5.1 an Insured going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an Insured failing to pay debts or breaching any other obligation which could give rise to the appointment of a receiver for bankruptcy or winding-up proceedings; and
- 7.5.2 any material change in the nature of the advice or professional services offered by an Insured.

Where there is any material alteration to the risk, We may be entitled to cancel this policy in accordance with the *Insurance Contracts Act 1984* (Cth)

7.6 GST

Where We are required to indemnify the Insured and the Insured is entitled to claim an input tax credit in relation to GST the amount of such input tax credit will be deducted from any amount payable by Us.

Where the Insured is entitled to claim an input tax credit in relation to GST for a payment required to be made by the Insured as an Excess, then the monetary limit of the Excess shall be deemed to be net of the Insured's entitlement to the Input tax credit.

7.7 Medical Opinion

If we do not agree with the opinion of the Insured Person's registered medical practitioner in relation to a Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement, We have the right to have the Insured Person examined by a suitably qualified and registered medical practitioner of our choice. If the suitably qualified and registered medical practitioner employed by Us provides a contrary opinion to the original opinion, We will obtain the opinion of an independent registered medical practitioner. The independent registered medical practitioner's opinion will be deemed the binding opinion for the purposes of coverage in relation to Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement.

7.8 Recurring Temporary Disablement

If coverage is provided under clause 2.2 Loss of Earnings Benefits and the Insured Person suffers a recurrence from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period of disablement.

If the Insured Person has performed the normal duties of their usual occupation on a full-time basis for at least six consecutive months, the subsequent period of disablement will be deemed to be the result of a new Bodily Injury and will be subject to a new Excess and Weekly Benefit Excess Period.

7.9 Weekly Benefits

Weekly Benefits payable clause 2.2 Loss of Earnings Benefits will be payable monthly in arrears.

Weekly Benefits payable for less than one week shall be calculated at 20% of the Weekly Benefit for each day during which the disability continues.

If an Insured Person is entitled to Weekly Benefits and subsequently becomes entitled to a Lump Sum Benefit as a result of Permanent Total Disablement or paraplegia or quadriplegia, the Weekly Benefits will cease from the date of such entitlement.