



# Inpatient Medical Insurance

Policy Wording



Berkshire Hathaway  
Specialty Insurance

[www.bhspecialty.com](http://www.bhspecialty.com)

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## About this Policy

Please read this Policy Wording 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.

In consideration of payment of the Premium and subject to the provisions of the *Policy*, *We* will indemnify *You* as set out in this *Policy*. *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*.

This *Policy* is issued by Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA. NZ Company No. 5737531, FSP 445946). *We* are authorised by the Reserve Bank of New Zealand to carry on general insurance business in New Zealand. *You* can reach *Us* by email at [newzealand@bhspecialty.com](mailto:newzealand@bhspecialty.com) or *You* can write to *Us* at PO Box 106-844, Auckland 1143. *You* can view our privacy policy at <https://bhspecialty.com/privacy-policy/privacy-policy-new-zealand> and our complaints procedure at <https://bhspecialty.com/nz/nz-disclosures/>.

# Summary of Coverage

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

## ■ Section 1. BHSI Care and Concierge

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

## ■ Section 2. Medical and Additional Expenses

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

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

## ■ Section 3. Medical and Emergency Repatriation

We will pay the actual, necessary and reasonable expenses incurred outside of the *Country of Residence* or on *Home Leave* by an *Insured Person*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, for those Medical and Emergency Repatriation expenses described in the Table of Benefits.

## ■ Section 4. Baggage and Personal Effects

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

## ■ Section 5. Personal Accident

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

## ■ Section 6. Personal Liability

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

## ■ Section 7. Kidnap, Ransom and Detention

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

## ■ Section 8. Political and Natural Disaster Evacuation

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

## ■ Section 9. BHSI Health and Wellbeing

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

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

## General Definitions

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

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

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

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

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

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

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

It does not mean:

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

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

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

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

**Dependent Child(ren)** means the *Insured Person* and their *Spouse or Partner's* unmarried children (including step or legally adopted children) who are under nineteen (19) years of age, and living with the *Insured Person*; or under twenty five (25) years of age and are a full-time student at an accredited institution of higher learning and in either case, are primarily dependent upon the *Insured Person* for their maintenance and support.

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

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

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

**Effective Period of Cover** means the specified period for which an *Insured Person* has access to benefits under the *Policy* as provided under General Condition "*Insured Person's Access to Benefits under the Policy*".

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

**Excess** means the first amount payable per claim (until the *Excess* is eroded). The *Excess* is to be borne by the *Insured Person*. In respect to:

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

The applicable *Excess* and monetary amount is shown on the *Policy*.

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

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

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

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

For employed *Insured Persons*, allowances, bonuses, commissions and overtime payments shall be excluded when deriving *Income* unless such allowances, bonuses, commissions or overtime payments are paid more regularly than on an annual basis and form part of the *Insured Person's* total remuneration package.

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

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

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

**Period of Insurance** means the period declared on the *Policy Schedule* or such shorter time if the *Policy* ends earlier in accordance with its terms or law. Each renewal results in a new contract and new *Period of Insurance*.

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

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

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

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

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

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

**Recognised Health Insurer** means any New Zealand general insurer who has a licence to underwrite in-patriate insurance or other international health providers, including Australian registered health funds.

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

**Sickness** means any illness, disease, disability, syndrome or other condition suffered by the Insured Person, and either:

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

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

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

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

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

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

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

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

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

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

**We/Our/Us** means the Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA. NZ Company No. 5737531, FSP 445946) who is the *Insurer* and issuer of this *Policy*.

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

# Section 1 – BHSI Care and Concierge

## ■ BHSI CARE

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

BHSI Care is an emergency assistance service that an *Insured Person* can access anytime, anywhere in the world, without any additional charge to the *Insured Person*, by calling +64 9 356 2320.

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

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

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

24/7 Travel Assistance to help with:

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

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

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

### Conditions

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

- I. *We* and/or BHSI Care and Concierge must be promptly notified of any potential claims under this Section;
- II. the *Policyholder* and/or the *Insured Person* must advise *Us* or BHSI Care and Concierge before attempting to resolve any problems encountered; and
- III. the *Policyholder* shall reimburse *Us* for all costs incurred in the event of emergency assistance services being provided by BHSI Care and Concierge in good faith to any person not insured for those costs under the *Policy*.

## Exclusions

In addition to the “General Exclusions Applicable to all Sections of the *Policy*”, We will not be liable to pay loss, cost or expense directly or indirectly arising from or attributable to services not approved and arranged by BHSI Care and Concierge, except in the event the *Insured Person* or *Relative* could not notify BHSI Care and Concierge during an emergency for reasons beyond their control. In any event, We reserve the right to reimburse the *Insured Person* only for those expenses incurred for services which BHSI Care and Concierge would have approved, arranged or provided under the same circumstances, up to the greater of the cost that would have been incurred by BHSI Care and Concierge or the sums insured stated in the *Policy Schedule*.

## BHSI CONCIERGE

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

BHSI Concierge provides a concierge service that an *Insured Person* can access anytime, anywhere in the world, by calling +64 9 356 2320.

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

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

### Home Assistance

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

### Medical Companion Service

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

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

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

## Section 2 – Medical and Additional Expenses

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

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

up to the maximum amounts or sub-limited amounts shown in the *Policy Schedule* – Medical and Additional Expenses. Provided that the maximum amount We will pay for reasonable medical expenses incurred within the *Insured Person's Country of Residence* is limited to fifty thousand dollars (\$50,000). We will not pay any reasonable medical expenses if We are otherwise prohibited by law to pay such expenses in the applicable *Country of Residence*.

### TABLE OF BENEFITS

#### PART I – MEDICAL CARE EXPENSES

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

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

#### PART II – MATERNITY CARE EXPENSES

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

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

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

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

### PART III – DENTAL CARE EXPENSES

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

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

### PART IV – EXTRA CARE EXPENSES

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

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

### Definitions

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

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

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

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

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

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

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

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

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

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

**Maternity Care Expenses – Emergency** means emergency and/or complicated delivery charges resulting from pregnancy or childbirth, including emergency or unplanned caesarean procedures, complications relating to placentation and intrapartum complications, provided such expenses are certified by the treating *Doctor* and/or *Specialist* as being incurred as a result of an emergency and/or complicated delivery. *Maternity Care Expenses – Emergency* also includes charges for pre-natal and post-natal (up to six (6) months after birth) for the care of the mother from the date of conception (or known conception).

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

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

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

**Medical Care Expenses – Preventative** means charges incurred for diagnosis, treatment, x-ray or laboratory examinations for prevention of an illness, disease, disability, syndrome or other condition which may be suffered by the *Insured Person* as referred by a *Doctor* or *Specialist* including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks and associated *Doctor's* fees. It does not mean voluntary or periodic general health assessments not specifically referred by a *Doctor* or *Specialist*, whether required or offered by the *Policyholder* or otherwise. It also does not mean vaccinations unless prescribed by a *Doctor* or *Specialist* as part of a treatment plan for a *Sickness*.

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

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

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

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

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

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

**Public Hospital** means a hospital run, owned and funded by a District Health Board pursuant to the Public Health and Disability Act 2000 or any amending or replacing legislation.

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

## Conditions

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

- I. if an *Insured Person* sustains a *Bodily Injury* or *Sickness* during the *Period of Insurance* and their *Effective Period of Cover* which results in their return to their *Country of Residence*, We will pay, where permissible by law, those medical and additional expenses described in the above Table of Benefits up to the maximum amounts and/or sub-limits shown in the *Policy Schedule* for a maximum period of twelve (12) months;
- II. only one (1) of the *Maternity Care Expenses* benefits and one (1) of the *Newborn Child Expenses* benefits is payable per any one (1) pregnancy; and
- III. if BHSI Care & Concierge advise that the treatment or services required by the *Insured Person* will be most appropriately provided by a *Public Hospital* or a specific clinic or facility, We will only pay for the medical and additional expenses that would have been incurred in that *Public Hospital*, clinic or facility.

## Exclusions

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

- I. assisted reproductive treatments, infertility treatments, sterilisation or pregnancy termination (unless such sterilisation or pregnancy termination is certified necessary by the treating *Doctor* or *Specialist*);
- II. non-medical incidental services including but not limited to telephone, television, newspapers and the like; or
- III. *Congenital Disorders* diagnosed prior to the *Insured Person's Effective Period of Cover*, unless otherwise covered under the benefit for *Newborn Child Expenses – Congenital Disorders* or the *Takeover Provisions* have been met.

# Section 3 – Medical and Emergency Repatriation

## Medical & Emergency Repatriation Expenses

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

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

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

- I. contact is made and approval is granted by BHSI Care and Concierge; and
- II. written certification is provided by the treating *Doctor* and/or *Specialist* stating that the *Insured Person* is suffering a *Bodily Injury* or *Sickness* and should return to their *Country of Residence*.

## TABLE OF BENEFITS

### PART I – REPATRIATION EXPENSES

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

#### Part I – Repatriation Expenses

- I. Charges for transportation on a scheduled airline (where available) to repatriate the *Insured Person* to their *Country of Residence*. This includes ground transport required from the airport to the *Insured Person's* home residence or *Hospital*, as specified by the treating *Doctor* and/or *Specialist*.

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

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

#### Part II – Pre and Post-Hospitalisation & En-Route Accommodation Expenses

- I. Charges incurred which are certified by the *Insured Person's* treating *Doctor* and/or *Specialist* as medically necessary for pre and post-hospitalisation periods whilst undergoing or waiting for medical tests and/or examination results.
- II. Charges not recoverable from the airline for hotel accommodation where an *Insured Person* is required to stay overnight en-route to the *Country of Residence* due to airline schedule.

## PART III – ACCOMPANYING PERSON ACCOMMODATION EXPENSES

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

### Part III – Accompanying Person Accommodation Expenses

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

## Conditions

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

- I. *We* and/or BHSI Care and Concierge must be notified of any potential claims under this Section as soon as reasonably practicable;
- II. all decisions as to the means of repatriation transport and/or the destination of repatriation will be made by BHSI Care and Concierge and will be based solely on medical necessity;
- III. *You*, the *Insured Person* and/or anyone undertaking arrangements on *Your* or the *Insured Person’s* behalf must not attempt to resolve issues encountered without first contacting BHSI Care and Concierge; and
- IV. the *Policyholder* shall reimburse *Us* for all costs incurred in the event of emergency assistance services being provided by BHSI Care and Concierge in good faith to any person not insured under the *Policy*.

## Exclusions

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

- I. assisted reproductive treatments, infertility treatments, sterilisation or pregnancy termination (unless such sterilisation or pregnancy termination is certified necessary by the treating *Doctor* or *Specialist*);
- II. non-medical incidental services including but not limited to telephone, television, newspapers and the like; or
- III. for services not approved and arranged by BHSI Care and Concierge, except in the event the *Insured Person*, and/or anyone undertaking arrangements on the *Insured Person’s* behalf could not notify BHSI Care and Concierge during an emergency for reasons beyond their control. In any event, *We* reserve the right to reimburse the *Insured Person* only for those expenses incurred for services which BHSI Care and Concierge would have approved, arranged or provided under the same circumstances, up to greater of the cost that would have been incurred by BHSI Care and Concierge or the sums insured stated in the *Policy Schedule*.

## Section 4 – Baggage and Personal Effects

### Delay of Baggage

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

### Baggage

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

### Mobile Electronic Equipment

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

### Money and Travel Documents

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

## Definitions

**Mobile Electronic Equipment** means any computers (including laptops, tablets and notebooks), mobile phones, cameras, personal music players or recording devices, wireless headphones, earphones or ear buds, and other items of a similar nature that *We* agree to cover in our sole discretion, that are intended for either personal or business use.

## Conditions

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

- I. the *Insured Person* must take all reasonable precautions for the safety and supervision of any *Baggage*, *Money*, *Travel Documents* and *Mobile Electronic Equipment*;
- II. the *Insured Person* must report all loss or damage caused by theft or vandalism to the local police or appropriate authorities as soon as possible after the discovery of the loss, damage or theft and obtain a written report of such notification;
- III. the *Insured Person* must report all loss of *Money* other than cash or *Travel Documents* to the issuing authority as soon as possible, and effect appropriate cancellation measures;
- IV. written confirmation from the transport carrier responsible for delay or loss of *Baggage* must be provided in support of a claim;
- V. receipts for the replacement items must be provided in support of a claim for emergency replacement of clothing and toiletries;
- VI. *We* may, at *Our* discretion, choose to settle any claim for damage, loss or theft by way of replacement, repair or payment in cash;
- VII. in respect of *Business Property* held for the purpose of a *Transit*, cover will commence at the time of collection from the *Insured Person's* normal place of work or seventy-two (72) hours prior to the commencement of a *Transit*, whichever is the later, and will continue for seventy-two (72) hours after termination of the *Transit* or until it is returned to the *Insured Person's* normal place of work, whichever occurs first;

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

## Exclusions

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

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

# Section 5 – Personal Accident

## Personal Accident

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

## TABLE OF EVENTS

### ACCIDENTAL DEATH AND DISABLEMENT

Cover for an *Event* only applies if an amount is shown in the *Policy Schedule* – Accidental Death & Disablement.

The Events The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	Benefit Amounts The amounts shown below are a percentage of the amount shown for Accidental Death & Disablement in the <i>Policy Schedule</i> .
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent Paraplegia or Quadriplegia</i>	100%
4. <i>Permanent loss of sight of one or both eyes</i>	100%
5. <i>Permanent loss of use of one or more Limbs</i>	100%
6. <i>Permanent and incurable insanity</i>	100%
7. <i>Permanent loss of the lens of:</i> (a) both eyes (b) one eye	100% 60%
8. <i>Permanent loss of hearing of:</i> (a) both ears (b) one ear	100% 30%
9. Burns: (a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body (b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50% 25%
10. <i>Permanent loss of use of four fingers and thumb of either hand</i>	80%
11. <i>Permanent loss of use of four fingers of either hand</i>	50%
12. <i>Permanent loss of use of the thumb of either hand:</i> (a) both joints (b) one joint	40% 20%
13. <i>Permanent loss of use of fingers of either hand:</i> (a) three joints (b) two joints (c) one joint	15% 10% 5%

<p style="text-align: center;"><b>The Events</b></p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;"><b>Benefit Amounts</b></p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown for Accidental Death &amp; Disablement in the <i>Policy Schedule</i>.</p>
<p>14. <i>Permanent</i> loss of use of toes of either foot:</p> <p>(a) all – one foot</p> <p>(b) great – both joints</p> <p>(c) great – one joint</p> <p>(d) other than great – each toe</p>	<p style="text-align: right;">15%</p> <p style="text-align: right;">5%</p> <p style="text-align: right;">3%</p> <p style="text-align: right;">1%</p>
<p>15. Fractured leg or kneecap with established non-union</p>	<p style="text-align: right;">10%</p>
<p>16. Loss of at least fifty percent (50%) of all <i>Teeth</i></p>	<p style="text-align: right;">1% to a maximum of \$10,000 in total</p>
<p>17. Shortening of leg by at least five centimetres (5 cm)</p>	<p style="text-align: right;">7.5%</p>
<p>18. <i>Permanent</i> partial disablement not otherwise provided for under <i>Events 7 to 17</i></p>	<p>Such percentage of the amount shown for Accidental Death &amp; Disablement in the <i>Policy Schedule</i> as <i>We</i> at <i>Our</i> absolute discretion determine being not inconsistent with the Benefit Amount provided under <i>Events 7 to 17</i>. The maximum amount payable under <i>Event 18</i> is 75% of the amount shown for Accidental Death &amp; Disablement.</p>

## Definitions

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

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

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

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

**Permanent** means having lasted twelve (12) consecutive months and at the expiry of that time being certified by a *Doctor* approved by *Us* as being without hope of improvement.

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

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

## Conditions

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

- I. except as provided below, *Our* total liability for all claims arising under Section 5 – Personal Accident, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, shall not exceed the amount shown in the *Policy Schedule* Section 5 – Aggregate Limit of Liability Any One Accident or Occurrence;
- II. *Our* total liability for all claims arising under Section 5 – Personal Accident, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, relating to air travel in *Non-Scheduled Flights*, shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability *Non-Scheduled Flights*;
- III. where an *Insured Person* is exposed to the elements as a result of an *Accident* and suffers from any of the events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the *Accident*, the *Insured Person* will be deemed for the purposes of this *Policy* to have suffered a *Bodily Injury* on the date of the *Accident*;
- IV. after payment of a benefit as a result of the occurrence of any of the *Events* 2 to 7(a) all cover with respect to that *Insured Person* under Section 5 – Personal Accident will cease;
- V. if the benefit payable with respect to *Events* 1 to 18 is salary linked, the actual benefit payable for an *Insured Person* or a *Spouse* or *Partner* who is not in receipt of a salary will be limited to the lesser of the maximum sum insured stated in the *Policy Schedule* or \$250,000;
- VI. any benefit payable in respect of *Insured Persons* under sixteen (16) years of age for *Event* 1 Accidental Death will only be paid to one of the persons listed in section 67C of the Life Insurance Act 1908 (or any amending or replacing legislation), including in particular a parent or guardian of the child. Personal Accident Lump Sum Benefits for those under 18 are restricted to \$20,000 or for those under 10 years of age to \$2,000 or, in the case of *Event* 1 Accidental Death capped at \$2,000 less any sums paid by any other company or friendly society in respect of the child’s death. It is the obligation of the *Insured Person* to notify the *Insurer* if any other such benefits are paid or payable in respect of a child under 10 years.

## Exclusions

In addition to the “General Exclusions Applicable to all Sections of the *Policy*”, *We* will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to any claim for more than one of the *Events* 1 to 18 in respect of the same *Bodily Injury*.

# Section 6 – Personal Liability

## Personal Liability

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

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

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

## Definitions

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

## Conditions

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

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

## Exclusions

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

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

# Section 7 – Kidnap, Ransom and Detention

## Kidnap, Ransom & Extortion

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

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

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

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

## Hijack & Detention

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

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

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

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

## Definitions

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

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

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

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

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

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

### **Other Expenses** means:

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

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

### **Conditions**

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

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

## Exclusions

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

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

## Section 8 – Political and Natural Disaster Evacuation

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

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

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

- I. to return the *Insured Person* to their *Country of Residence* or the nearest place of safety using the most reasonably available method of transport; and
- II. for reasonable accommodation costs (including the reasonable cost for meals of food and non-alcoholic beverages) for up to twenty-one (21) days if the *Insured Person* is unable to return to their *Country of Residence*,

provided that prior approval has been obtained by BHSI Care and Concierge, up to the maximum sum insured shown in the *Policy Schedule* Section 8 – Political & Natural Disaster Evacuation.

### Condition

In addition to the “General Conditions Applicable to all Sections of the *Policy*”, *Our* total liability for all claims arising under Section 8 – Political & Natural Disaster Evacuation, in respect of any one insurable event or series of events arising out of any one occurrence during the *Period of Insurance* shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Political & Natural Disaster Evacuation.

### Exclusions

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

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

## Section 9 – BHSI Health and Wellbeing

### BHSI HEALTH

#### Accidental H.I.V. Infection Benefit

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

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

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

- I. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to *Us* and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty-eight (48) hours from the date and time of the event giving rise to the potential H.I.V. infection;
- II. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the H.I.V. infection; and
- III. a recognised laboratory carries out medical and clinical tests that conclusively prove that the *Insured Person* was not H.I.V. positive prior to or at the time and date of the event giving rise to the H.I.V. infection.

No benefit will be payable if *You* or the *Insured Person* fail to comply with or to provide the required level of proof.

#### Coma Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* and sustains a *Bodily Injury* which directly causes or results in the *Insured Person* being in a state of continuous unconsciousness for at least seven (7) days and the *Insured Person* or their legal representative provide *Us* with a *Doctor's* certificate that verifies that the direct cause of the continuous unconsciousness was the *Bodily Injury*, We will pay the *Insured Person* or their legal representative the amount stated in the *Policy Schedule – Coma Benefit*.

#### Disappearance

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

#### Modification Benefit

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

#### Premature Birth/Miscarriage Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is outside of their *Country of Residence* or on *Home Leave* and sustains a *Bodily Injury* which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, We will pay the *Insured Person* the lump sum benefit amount shown in the *Policy Schedule – Premature Birth/Miscarriage Benefit*.

### Rehabilitation Benefit

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

### Repatriation & Funeral Expenses Benefit

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

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

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

### Terrorism Benefit

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

### Trauma Benefit

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

## BHSI Wellbeing

### Corporate Image Protection

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

### Dependent Child Support

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

### Education Fund Benefit

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

### **Executor Emergency Cash Advance Benefit**

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

### **Independent Financial Advice Benefit**

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

### **Lock and Keys Benefit**

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

### **Orphan Benefit**

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

### **Out of Pocket Expenses Benefit**

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

### **Replacement Staff/Recruitment Costs**

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

### **Spouse or Partner Employment Training Benefit**

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

- I. for the sole purpose of obtaining gainful employment;
- II. to improve their potential for employment; and/or
- III. to enable them to improve the quality of care they can provide to the *Insured Person*,

provided that:

- I. the *Spouse or Partner* has not attained the age of seventy (70) years of age at the commencement of the training; and
- II. the training is provided by a recognised institution with qualified skills to provide such training.

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

#### **Student Tutorial Benefit**

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

#### **Unexpired Membership Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers a *Bodily Injury* whilst outside of their *Country of Residence* or on *Home Leave* which results in a benefit being paid under Section 5, *Events 2 to 8*, and it is certified by a *Doctor* as preventing the *Insured Person* from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay the *Insured Person* a pro-rata refund of such fees paid for the current season or membership period, up to an aggregate amount as shown in the *Policy Schedule – Unexpired Membership Benefit*.

# General Conditions Applicable to all Sections of the Policy

## Alteration of Risk

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury, liability, loss or *Sickness* We may exclude cover for the additional exposure by issuing an Endorsement to this *Policy* or offer in writing to provide cover for the additional exposure and the *Policyholder* must pay Us any additional *Premium* We may require.

## Assignment

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

## Authorisation and Notifications

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

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

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

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

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

## Cancellation

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

We may cancel the *Policy* or any Section thereof thereof for non-payment of *Premium*, by sending 10 days' written notice of cancellation to the *Policyholder*. If the *Policyholder* pays in full the *Premium* due within the notice period, *Our* notice of cancellation will be ineffective.

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

## Currency

All amounts shown are in New Zealand dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published on [www.oanda.com](http://www.oanda.com) on the date the expense is incurred or loss is sustained. All claims will be paid in New Zealand dollars.

## Entire Contract/Alteration

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

## Insured Person's Access to Benefits Under the Policy

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

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

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

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

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

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

## Medical Examination or Post Mortem

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

## Other Insurance

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

## Reasonable Precautions

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

## Governing Law and Jurisdiction

The *Policy* is governed by the laws of New Zealand. Any dispute relating to the *Policy* shall be submitted to the exclusive jurisdiction of the New Zealand Courts.

## Providing Proof of Loss

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

## Subrogation

If *We* make any payment under this *Policy*, then to the extent of that payment, *We* may exercise any rights of recovery held by the *Policyholder* or the *Insured Person*. The *Policyholder* and the *Insured Person* must not do anything which reduces any such rights and must provide reasonable assistance to *Us* in pursuing any such rights.

*We* will have full discretion in the conduct, settlement or defence of any claim in the *Policyholder* or the *Insured Person's* name.

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

In relation to any claim under the *Policy*, the *Policyholder* and/or the *Insured Person* must not admit fault and must not offer or promise to pay any money, become involved in litigation or agree to exclude or limit *Your* rights to recover damages from another person in respect of a loss *You* suffer without *Our* approval.

# General Exclusions Applicable to all Sections of the Policy

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

- I. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- II. any claim by any *Insured Person* who has attained the age of seventy-five (75) years. This will not prejudice any entitlement to claim benefits which have arisen or occurred on or before an *Insured Person* attained the age of seventy-five (75) years;
- III. cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to, or *Sickness* suffered by, the *Insured Person*);
- IV. sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease. Provided that this exclusion does not apply to the cover provided under Section 9 – BHSI Health and Wellbeing – Accidental H.I.V. Infection Benefit;
- V. treatment or services covered by:
  - a. the Accident Compensation Act 2001 (NZ) or any amending or replacing legislation;
  - b. any workers' compensation legislation;
  - c. any government sponsored fund, plan or medical benefit scheme; or
  - d. any other insurance policy required to be effected by or under law;but for:
  - e. any election made by the *Insured Person* to seek such treatment or services outside of such legislation, scheme or policy; or
  - f. non-compliance by the *Insured Person* with its obligations entitling it to the benefit of such legislation, scheme or policy;
- VI. *Bodily Injury*, *Sickness* or other condition arising, or expense incurred, during the *Insured Person's* *Waiting Period*. This exclusion does not apply where the conditions of the *Takeover Provisions* have been met by the *Insured Person*;
- VII. professional or medical services rendered in any jurisdiction where *We* are prohibited by law from paying those expenses in that jurisdiction;
- VIII. any claim where the *Policyholder* or the *Insured Person*, or any of *Your* or the *Insured Person's* representatives refused to follow *Our* or BHSI Care and Concierge's instructions and directions;
- IX. an *Insured Person* engaging in or taking part in:
  - a. training for or participating in *Professional Sport* of any kind; or
  - b. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
- X. intentional self-inflicted *Bodily Injury*, suicide or any illegal or criminal act committed by the *Policyholder* or an *Insured Person*;
- XI. the *Insured Person* being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit while driving, or being under the influence of any other drug unless it was prescribed by a *Doctor* or *Specialist* and taken in accordance with a *Doctor* or *Specialist* advice;
- XII. any claim that would result in *Us* contravening any workers' compensation legislation and/or transport accident legislation;
- XIII. any claim, cover or benefit to the extent that provision of the cover, payment of such claim or provision of such benefit would expose *Us* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, New Zealand, Australia or United States of America;
- XIV. amounts recoverable by the *Policyholder* and/or the *Insured Person* from any other source (with the exception of other insurance); or
- XIV. claim in respect of any amounts incurred after the *Insured Person* travelled against the advice of a *Doctor* or *Specialist*.



Berkshire Hathaway  
Specialty Insurance

[newzealand@bhspecialty.com](mailto:newzealand@bhspecialty.com)