

# Group Personal Accident Insurance

#### **POLICY SCHEDULE**

Thank you for providing Berkshire Hathaway Specialty Insurance the opportunity to offer terms. Please find *Our* schedule of benefits below.

Policy Number 47-ZAH-342071-01

**Policyholder** Australian Sailing Limited

**Period of Insurance** 

Insurance Period: From: **30 June 2025** To: **30 June 2026** 

Both days at 4:00pm Eastern Standard Time

**Aggregate Limits of Liability** 

Any one Accident or Occurrence \$5,000,000

Non Scheduled Air Travel

Single-engine Not Insured

Multi-engine Not Insured

Helicopter Not Insured

**Premium** 

Base Premium As agreed
Goods and Services Tax (GST) As agreed
Stamp Duty As agreed
Total Premium As agreed



#### **Schedule of Sums Insured**

#### Category

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#### **Insured Persons**

- (a) All current financial members of Australian Sailing Affiliated Clubs (including Sail Pass participants) that are registered in the Australian Sailing database and includes all Instructors, Officials and Coaches.
- (b) Voluntary workers, Directors and Committee members of: Australian Sailing Limited;, All State and Territory Member Yachting Associations (MYA), All Australian Sailing Affiliated Clubs.
- (c) Accredited Discover Sailing Course Participants and Discover Sailing Day Participants that are registered in the Australian Sailing database.

#### **Operation of Cover**

The insurance provided under this *Policy* shall apply in the event an *Insured Person* sustains a *Bodily Injury* whilst:

- (a) participating in an Australian Sailing affiliated club sanctioned race, regatta or event (including non-sailing or racing activities that are organised by the club); or
- (b) coaching, training or practicing provided by Australian Sailing and affiliated clubs, or for an Australian Sailing affiliated club sanctioned race that you are registered to participate in; or
- (c) participating in an Australian Sailing accredited Discover Sailing Course (and for up to three months from course completion); or
- (d) officiating in activities or unpaid voluntary work authorised and under the control of the *Policyholder*; or
- (e) participating in an Australian Sailing affiliated club organised social or fundraising activities; or
- (f) travelling directly to and from activities described in (a) above and the *Insured Person's* place of residence or place of employment, or the premises of the *Policyholder*.

#### Coverage Sections Sums Insured

#### Part I – Accidental Death and Disablement

Event 1 – Accidental Death	\$50,000
Event 2 – Permanent Total Disablement	\$100,000
Events 3 to 18 – Other Permanent Disablement	\$100,000



Part II - V	<b>Neekly In</b>	jury Benefit
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Event 19 – Temporary Total Disablement (Injury)	85% of weekly <i>Income</i> to a maximum of:	\$450
Excess Period	7 days	
Benefit Period	52 weeks	

#### Part III - Fractured Bones

Events 21 to 29 – Fractured Bones	\$5,000
Liverità 21 to 25 Tractarea Bories	75,000

# Part IV – Bodily Injury Resulting in Surgery outside of Australia

Events 30 to 34 – Injury resulting in Surgery	Not Insured
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# Part V – Bodily Injury Resulting in Loss or Damage to Teeth

Events 35 to 36 – Injury resulting in Loss or	\$1,250
Damage to Teeth	

#### Part VI - Weekly Sickness Benefit

Events 37 – Temporary Total Disablement (Sickness)	Not Insured
Excess Period	n/a
Benefit Period	n/a

### Part VII - Sickness Resulting in Surgery outside of Australia

Events 39 to 42 – Sickness resulting in Surgery  Not Insured
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#### **BHSI Health**

Accidental H.I.V. Infection Benefit	Not Insured
Bed Care Benefit	Not Insured
Coma Benefit	Not Insured
Modification Benefit	\$10,000
Premature Birth/Miscarriage Benefit	Not Insured
Rehabilitation Benefit	\$500
Terrorism Benefit	Not Insured
Trauma Benefit	Not Insured
Visitors Benefit	Not Insured
Work Experience Benefit	Not Insured
Workplace Assault Benefit	Not Insured

# **BHSI Wellbeing**

Accommodation and Transport Expenses	\$1,500
Chauffeur Benefit	Not Insured
Childcare Benefit	Not Insured
Corporate Image Protection	Not Insured
Dependent Child Supplement	Not Insured
Domestic Help Benefit	Not Insured
Education Fund Benefit	\$3,000
Executor Emergency Cash Advance Benefit	Not Insured
Funeral Expenses Benefit	\$10,000
Independent Financial Advice Benefit	Not Insured
Orphan Benefit	Not Insured
Out of Pocket Expenses Benefit	\$500
Replacement Staff/Recruitment Costs	Not Insured
Spouse or Partner Employment Training Benefit	Not Insured
Student Tutorial Benefit	Not Insured
Unexpired Membership Benefit	\$500



### **Endorsements Applicable to this Policy:**

#### **Amendment to Operation of Cover**

It is hereby declared and agreed that with respect to point (f) under the Operation of Cover, benefits shall be limited to 20% of the Sums Insured stated in the *Policy Schedule* unless the mode of transport used is aboard a vessel registered to participate in an Australian Sailing affiliated club sanctioned race.

#### Amendment to General Exclusions Applicable to all Sections of the Policy

It is hereby declared and agreed that Exclusion VIII is deleted in its entirety and replaced as follows:

VIII. an *Insured Person* engaging in or taking part in:

- a. training for or participating in *Professional Sport* of any kind other than training or participating in Sailing; or
- b. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;

#### Amendment to PART V - BODILY INJURY RESULTING IN LOSS OR DAMAGE TO TEETH

It is hereby declared and agreed that the benefit payable under this Part shall be limited to a maximum of five thousand dollars (\$5,000) per *Insured Person* for any one *Accident* causing *Bodily Injury* which results in loss or damage to *Teeth*.

#### **Non Medicare Medical Expenses**

It is hereby declared and agreed that this *Policy* is endorsed with the following benefit(s):

If an *Insured Person* sustains a *Bodily Injury*, *We* will pay the *Non-Medicare Medical Expenses* incurred by the *Insured Person* up to one hundred percent (100%) of the actual costs to a maximum of five thousand and eight hundred and fifty dollars (\$5,850) after the deduction of an *Excess* of fifty dollars (\$50) provided the *Event* giving rise to the *Bodily Injury* occurs when an *Insured Person* is engaging in any of the following on behalf of or in connection to the *Policyholder*, including travel to and from:

- I. providing services, without payment, to an educational, religious, charitable or benevolent organisation; or
- II. engaging in a sporting activity:
- a. in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
- b. is acting as an official at, or otherwise assisting in the conduct of, a sporting activity; or
- c. is acting in his or her capacity as an elected or appointed official of a sporting organisation; or
- III. engaging in youth activities organised by a voluntary organisation; or



IV. undertaking an activity that is part of an employment, education, training or youth program, or initiative, administered or funded by the Commonwealth, including specialist employment services for people with disabilities (where a law of a State or Territory relating to workers' compensation does not apply).

#### **Definition Applicable to this Endorsement only:**

#### **Non-Medicare Medical Expenses**

Non-Medicare Medical Expenses means expenses that are not subject to any full or partial Medicare rebate nor recoverable by the Insured Person or by the Policyholder from any other source and are incurred and paid by the Insured Person or the Policyholder on the Insured Person' behalf within twelve (12) calendar months of the Insured Person sustaining Bodily Injury for treatment certified necessary by a Doctor to a registered private hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services, excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural Teeth, excluding dentures, and is caused by Bodily Injury.

Non-Medicare Medical Expenses does not mean any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by the *Insured Person* after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the "Medicare gap").

#### **Condition Applicable to this Endorsement only:**

The benefit amount payable will be reduced by any expense recoverable by the *Insured Person* or by the *Policyholder* from any other insurance, scheme or plan providing medical, physiotherapy or similar coverage or from any other source except for the *Excess* amount recoverable from such other insurance/plan or source.

#### **Exclusions Applicable to this Endorsement only:**

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

- I. which would result in *Us* contravening the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth) or any other amendment to, replacement of or succeeding legislation to those Acts; or
- II. for any event occurring where an *Insured Person* is not engaging in any of the activities on behalf of or in connection to the *Policyholder* as detailed in points I. to IV. above.

All other terms and conditions of this *Policy* remain unchanged.

#### **Childcare Benefit**

The Childcare Benefit under BHSI Health and Wellbeing is deleted in its entirety and replaced with the following:



If, during the *Period of Insurance* and the Operation of Cover, an *Insured Person* suffers a *Bodily Injury* which results in a benefit being paid under *Events* 2 to 7(a)or *Events* 19and/or 20, *We* will pay the reasonable costs and expenses necessarily incurred for any additional services required from a registered childcare provider, up to fifty dollars (\$50) per day, to a maximum of benefit period of fifty two (52) weeks. An Excess of 7 days applies to each and every claim. This benefit is only payable in respect of additional childcare services that would not otherwise have been required if the *Insured Person* did not suffer the *Bodily Injury*.

#### **Student Tutorial Benefit**

The Student Tutorial Benefit under BHSI Health and Wellbeing is deleted in its entirety and replaced with the following:

If an *Insured Person* is a registered full time student and the Operation of Cover, the *Insured Person* sustains a *Bodily Injury*, and a *Doctor* certifies that the *Insured Person* is unable to attend classes as a result of the *Bodily Injury*, *We* will pay up to 80% the actual costs incurred for home tutorial services up to a maximum amount of \$450 per week, for a maximum benefit period of fifty two (52) weeks, provided that the tutorial service is not carried out by the *Insured Person's Relatives* nor a person permanently residing with the *Insured Person*. An Excess of 7 days applies to each and every claim.

#### **Domestic Help Benefit**

The Domestic Help Benefit under BHSI Health and Wellbeing is deleted in its entirety and replaced with the following:

If, during the *Period of Insurance* and the Operation of Cover, the *Spouse or Partner* of the *Insured Person* is a non Income earner, and sustains a *Bodily Injury* for which a benefit would be payable under Events 19 and/or 20 and a *Doctor* certifies that they are unable to carry out domestic duties, *We* will pay up to 80% of the costs incurred for hiring domestic help up to a maximum amount of \$450 per week, for a maximum benefit period of fifty two (52) weeks, provided that the domestic help is not carried out by the *Insured Person* or their *Relatives*, nor a person permanently residing with the *Insured Person*. An Excess of 7 days applies to each and every claim.

#### **Additional General Exclusions**

In addition to the 'General Exclusions Applicable to all Sections of the *Policy*', the following exclusions apply:

- 1. This *Policy* does not extend to cover Members of Affiliated clubs whilst participating in an event, or on the premises of any club that is not affiliated with Australian Sailing
- 2. This *Policy* does not provide any coverage overseas or extend coverage beyond 200 nautical miles from the Australian Coast
- 3. This *Policy* does not extend coverage to members of Class Associations, unless they are an *Insured Person* under (a) or (b) as stated in the *Policy Schedule*



- 4. Tow Foiling courses are excluded unless the following conditions are adhered to:
  - a. There is a 1:1 coach /student ratio whilst towing; and
  - b. Coaches and Instructors must be Australian Sailing accredited; and
  - c. There is a maximum towing speed of 10 knots; and
  - d. The Insured Person must wear a helmet; and
  - e. The Insured Person must wear a lifejacket; and
  - f. There is a minimum tow rope of three metres
- 5. This *Policy* does not extend coverage to any *Insured Person* when engaged in recreational (non-club organised) boating activities. This *Policy* only provides cover to members of affiliated clubs when engaged in activities as defined by the Operation of Cover for *Insured Persons* (a), (b), and (c) as stated in the *Policy Schedule*.

All other terms and conditions of this *Policy* remain unchanged.



**Territory** Worldwide

**Jurisdiction** Subject to Australian legal jurisdiction and legal practice.

**Currency** All values are in Australian Dollars unless otherwise specified.

PDS / Policy Wording BHSI-AUS-AH-GPA-PDS-06/2022

Signatures:

Ralph Tortorella, Secretary

Peter Eastwood, President

For and on behalf of Berkshire Hathaway Specialty Insurance Company

30 June 2025 Dated



# TAX NOTICE

# (DOES NOT APPLY TO THE EXTENT OF THE INSURER'S LIABILITY FOR COLLECTION OR PAYMENT OF AUSTRALIAN PREMIUM TAXES)

Premium may be subject to insurance premium taxes or other taxes outside Australia. The Insurer is not responsible for the payment, collection or remittance of any such taxes. The premium is exclusive of any applicable premium or other taxes outside of Australia, and it is the obligation of the Insured to pay any such applicable taxes either itself or through its broker. The Insurer does not provide tax advice and recommends the Insured consult its own tax advisor with respect to its tax obligations.