



EBM Student Cover Personal Accident Insurance Policy

COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

This Policy is issued / insured by American Home Assurance Company, ABN 67 007 483 267, AFSL 230903, incorporated with Limited Liability in the USA, trading in Australia as Chartis.

Melbourne: 549 St. Kilda Road, VIC 3004 (03) 9522 4000
Sydney: Level 19, 2 Park Street, NSW 2000 (02) 9240 1711
Brisbane: 10 Eagle Street, QLD 4000 (07) 3220 0700
Perth: 77 St. George's Terrace, WA 6000 (08) 9421 3300

Website: www.chartisinsurance.com.au

This document contains your Insurance Policy, Terms, Conditions, Provisos and Exclusions. It is important that you read and understand it and retain it in a safe place.

HOW THIS INSURANCE IS ARRANGED

This insurance is issued/insured by:

American Home Assurance Company ('AHAC')
ABN 67 007 483 267
AFSL 230903 incorporate with Limited Liability in the USA
trading in Australia as Chartis ("Chartis")
549 St. Kilda Road
Melbourne Vic 3004

AHAC issues / insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

Chartis prepared this **Product Disclosure Statement**.

Cover is arranged and distributed by:

Elkington Bishop Molineaux Insurance Brokers ('EBM')
ABN 31 009 179 640 AFSL 246986
105 Outram Street,
West Perth WA 6005

Phone: 1800 688 820

If required, EBM will provide you with a Financial Services Guide ('FSG') to help you decide whether you wish to use the services they offer.

RETAIL CLIENTS

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by Chartis.

A Retail Client means an individual or small business.

'Small business' means:

- (a) a manufacturing entity with 100 employees or fewer, or
- (b) a non-manufacturing entity employing 20 individuals or less.

Date prepared: 27 November 2009
S/O PDS JM 09/00058.1 [RB]

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PRODUCT DISCLOSURE STATEMENT

1. WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Studentcover Personal Accident Insurance.

The purpose of the PDS is to assist your purchasing decision and ability to compare this product with other similar insurance products. This document also contains important information about your rights and obligations including the Cooling Off Period. Please retain this document in a safe place.

The terms and conditions of your insurance are contained in the **Policy Wording**.

Details about AHAC can be found on **page 2** of this document under '**How this insurance is arranged**'.

2. KEY BENEFITS OF YOUR POLICY

Cover is provided against a range of Events. Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events and Compensation**. Cover options are summarised below.

OPTIONS ONE, TWO and THREE (The difference between Options One, Two and Three is the amount of Compensation payable, the Benefits are the same in each Option, as summarised below);

SECTION	SECTION TITLE	COVER DESCRIPTION
Section A	Capital Benefits	Covers the Accidental death, Permanent disability and specified Permanent Total Loss to an Insured Person as a result of Injury
Section B – Additional Benefits		
	Bed Care Patient Benefit	Provides a set daily benefit if an Insured Person becomes a Bed Care Patient as a result of an Injury
	Injury Assistance Benefit	Provides a limited weekly reimbursement for the costs of hiring domestic help, child minding services or extra transportation expenses as a result of Injury of an Insured Person
	Broken and/or Fractured Bones Benefit	Provides a lump sum payment for specific broken and/or fractured bones of an Insured Person as a result of Injury
	Dislocation Benefit	Provides a lump sum payment for specific dislocations of an Insured Person as a result of Injury
	Dental Cash Benefit	Provides a lump sum payment for the loss of a natural tooth/teeth of an Insured Person as a result of Injury (excluding milk teeth)
	Student Tutoring Expenses Benefit	Provides a weekly payment for tutoring of an Insured Person as a result of Injury
	Fee Relief Benefit	Provides a limited payment for school term tuition fees in the event of the death of an Insured Persons guardian as a result of Injury
	Overseas Medical Expenses Benefit	Provides limited reimbursement of Overseas Medical Expenses incurred by an Insured Person whilst travelling outside Australia
	Emergency Transport Benefit	Provides limited costs for an Insured Person to travel in emergency transportation as a result of an Injury

Non-Medicare Medical Expenses Benefit	Provides reimbursement of Non-Medicare Medical Expenses incurred by an Insured Person as a result of Injury during school activities only
Rehabilitation Expenses Benefit	Provides limited reimbursement of expenses necessarily incurred for tuition, advice and/or treatment of an Insured Person as a result of Injury, by a licensed vocational or occupational rehabilitation institution

Cover for each of all of the above is subject to acceptance of the risk by Chartis. Cover is limited to the benefits and maximum sums insured listed for the Option selected in the **Table of Events and Compensation** and are subject to the terms, conditions, provisos and exclusions in the **Policy Wording**.

3. IMPORTANT INFORMATION

Please read the **Policy Wording** carefully for full details about lodging a claim, when benefits are payable, the terms, conditions, provisos and exclusions that apply to this insurance. Take special note of the following:

1. The **Policy Wording** contains a **Definitions** section starting on **page 9** and **Conditions** that apply to this insurance starting on **page 13**.
2. **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read the section of the **Policy Wording** titled '**Special Provisions-General**' starting on **page 12** of the **Policy Wording**.
3. There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 12** of the **Policy Wording**.
4. **Aggregate Limit of Liability, Aggregate Period, Elimination Period** or **Excess** may apply to one or more of the sections of cover selected. Details are provided in the **Policy Wording**.

An **Aggregate Limit of Liability** is the maximum amount we will pay for all claims arising during one Policy Period. Limits will be shown in the **Policy Schedule**.

An **Aggregate Period** is the maximum amount of time for which benefits will be payable (generally up to a maximum of fifty-two (52) weeks). Different **Aggregate Periods** may apply based on application details and acceptance. Such periods will be shown in the **Table of Events and Compensation**.

An **Elimination Period** is a period under the policy for which no Compensation is payable. Different Elimination Periods apply to particular events covered under this policy. Details will be shown in the **Table of Events and Compensation**.

Excess is the amount shown in the **Table of Events and Compensation** that you will have to pay for each and every loss you have under the applicable section of the policy

5. **Age limits** apply to this policy. These may vary based on application details and the type educational institution to be insured. Age limits will be shown in the **Policy** and **Policy Schedule**.
6. This **PDS** and **Policy Wording** booklet also contains important information about the rights and obligations of Insured Persons including information about Privacy, Duty of Disclosure and General Insurance Code of Practice.
7. Cover is limited to the benefits and maximum sums insured listed in the **Policy Schedule** and is subject to the terms, conditions and exclusions in the **Policy Wording**. The attached Policy Wording may be varied by way of endorsement. Where applicable any such endorsement will be provided to you with the quotation.

4. COSTS

Annual premiums per student are set out in the table below and include Government charges such as Stamp Duty and GST.

<u>State</u>	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
WA, ACT, NT, VIC	\$8.47	\$10.75	\$13.02
NSW	\$8.39	\$10.65	\$12.90
QLD	\$8.28	\$10.50	\$12.73
SA	\$8.55	\$10.85	\$13.15
TAS	\$8.32	\$10.55	\$12.79

Please note that only one option may be selected on the behalf of the entire school. This cover is compulsory for all students within that school.

5. COOLING OFF PERIOD

If you are a Retail Client you have 14 days after you receive this policy to check that the policy and benefits meet your needs. This is known as the Cooling Off Period. Within the Cooling Off Period you may cancel the policy and receive a full refund of all premiums paid.

To cancel the policy during the Cooling Off Period, please send us:

- your written request to cancel the policy; and
- the policy document.

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

6. HOW TO MAKE A CLAIM

Information on claims can be found under the section titled '**Conditions – 4. Claims Procedure**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor's reports, receipts, and where requested, additional **Proof of Loss - 'Conditions - 10'**. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an Elimination and/or Aggregate Period or an Excess may apply.

Please refer to the **Policy Wording** for further details about the above.

7. CODE OF PRACTICE

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

8. DISPUTE RESOLUTION

We are committed to handling any complaints about our products or services efficiently and fairly.

If You have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:

The Compliance Manager
Chartis
549 St Kilda Road, Melbourne
VICTORIA 3004
3. If You are still unhappy, You may request that the matter be reviewed by Our Internal Dispute Resolution Committee (“Committee”). We will respond to You with the Committee’s findings within 15 working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service
Phone: 1300 78 08 08 (local call fee applies)
Email: info@fos.org.au

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

9. PRIVACY CONSENT AND DISCLOSURE

American Home Assurance Company (“**AHAC**”) trading in Australia as Chartis (“**Chartis**”) is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer Your insurance cover, to maintain and to improve customer service and to advise You of Our products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with Your duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling Your insurance cover or reducing the level of cover.

In the course of administering Your policy We may disclose your information to:

- i. the entity to which AHAC is related (whether in Australia or overseas), contractors or third party providers providing services related to the administration of Your policy.
- ii. banks and financial institutions for the purpose of processing Your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. Our assistance provider who will record all calls to the assistance service provided under Your policy for quality assurance training and verification purposes.

- v. other third parties, including mailing houses and marketing companies, to enable Us to advise You of Our insurance products and services.

In some circumstances Chartis is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Access to Your information

You may gain access to Your personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to Your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Complaints

Chartis has also established an internal dispute resolution process for handling customer complaints.

If You feel You have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or You wish to gain access to the information, You may write to The Privacy Manager, Chartis, 549 St Kilda Road, Melbourne, or e-mail australia.privacy.manager@chartisinsurance.com.

Your complaint will be reviewed and You will be provided with a written response. If it cannot be resolved, Your complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should Your complaint not be resolved by Chartis' internal dispute resolution process, You may apply to the Privacy Commissioner for review of the determination.

Consent Acknowledgment

By providing Your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, You consent to the use and disclosure of Your personal information stated in the privacy statement above. If You do not wish Us to use Your personal information to keep You informed of Our insurance products and services please contact Us and let Us know.

THE POLICY WORDING

IMPORTANT POLICY MATTERS

POLICY CONDITIONS

The Insured Persons specified in the Application Form/Policy Schedule are insured against Injury as shown in the Policy Schedule and Table of Events and Compensation on the following terms.

AGREEMENT

All cover is subject to the Insured paying or agreeing to pay the premium We require, and is subject to all the Terms, Conditions, Provisos and Exclusions of this Policy including the Policy Schedules

YOUR DUTY OF DISCLOSURE

What you must tell Us

When answering Our questions, you must be honest and you have a duty under law to tell Us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that you understand you are answering Our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

If You do not tell Us

If you do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel a Policy. If you answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

DEFINITIONS

1. **Bed Care Patient** means an Insured Person who is necessarily confined to bed during a Policy Period for a continuous period of not less than twenty-four (24) hours and the Insured Person's confinement is certified as necessary by a legally qualified and registered medical practitioner to be under the continuous care of a registered nurse (other than the Insured Person or a member of the Insured Person's immediate family). Bed Care does not cover the Insured Person as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.
2. **Domestic Help and Child Minding Services** means the actual costs incurred for reasonable and necessary professional services carried out by persons other than members of the Insured Person's family or other relatives or persons permanently residing with the Insured Person, to help the parent(s) or guardian of the Injured Insured Person with household duties or to look after and tend the needs of the Injured Insured Person that are normally carried out by the Insured Person's parent(s) or guardian but due to the Insured Persons Injury the parent(s) or guardian are unable to do so, provided such services are certified by the Insured Person's legally qualified and registered medical practitioner as being necessary for the Insured Person's recovery.
3. **Elimination Period** means the period commencing with the first day of Total Disablement for which medical treatment was sought in respect of such Injury and during which no Compensation is payable.
4. **Emergency Transport** means the actual costs incurred by the Insured Person, as a result of an Injury, to travel in a vehicle, vessel or aircraft licensed to transport sick or injured persons for the purpose of obtaining urgent medical treatment at a registered medical facility.

5. **Excess** is the amount shown in the Table of Events and Compensation that the Insured Person will have to pay for each and every loss the Insured Person makes under the applicable Section of the Policy
6. **Extra Public Transport Expenses** means the additional public transport costs incurred by the Insured Person to travel to and/or from the medical practitioners surgery to have treatment for the Injury or travel to and/or from school as a result of Injury.
7. **Hospital** (in respect of Overseas Medical Expenses) means any institution (located outside Australia) lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having twenty-four (24) hours a day nursing service and medical supervision, but does not include any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.
8. **Injury** means a physical injury caused by a violent, external and visible means which occurs fortuitously whilst this insurance is in force and which results solely and directly and independently of any pre-existing conditions or other cause in any of the Events specified in the Table of Events and Compensation within twelve (12) calendar months from the date of its occurrence.
9. **Insured** means the educational institution specified in the Policy Schedule and is the policyholder.
10. **Insured Person** means a class of persons as specified in the Policy Schedule.
11. **Limb** means any part of the arm between the shoulder and the wrist or any part of leg the between the hip and the ankle.
12. **Non Medicare Medical Expenses** means expenses that are not subject to any full or partial Medicare rebate nor recoverable by an Insured Person or the Insured from any other source and must be incurred within twelve (12) calendar months of an Insured Person sustaining Injury and paid by the Insured Person or the Insured on that Insured Person's behalf, for treatment certified necessary by legally qualified and registered medical practitioner to a private hospital, physiotherapist, nurse or similar provider of medical services, including the cost of medical supplies but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth (excluding milk or first teeth and dentures) and is caused by Injury.

Non Medicare Medical Expenses does not include 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 that Insured Person after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

We shall not be liable to make any refund in respect of:

1. any expenses recoverable by the Insured Person or the Insured from any other insurance scheme or any plan providing medical or ancillary medical or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
2. any expenses incurred for Injury sustained whilst the Insured Person is not attending the Insured school or taking part in an activity organised and supervised by the Insured.
3. any expense to which Section 1.118.1 of the Private Health Insurance Act 2007 (as amended) or any of the regulations made there under apply;
4. for the Excess amount specified in the Table of Events and Compensation for Non Medicare Medical Expenses.
5. any expense, which We are prohibited by law from paying.

Our total liability shall not exceed the amount specified in the Table of Events and Compensation.

13. **Overseas Medical Expenses** means expenses incurred outside the territorial limits of Australia within twelve (12) calendar months of an Insured Person sustaining Injury and paid by the Insured Person, their parent or guardian or the Insured on that Insured Person's behalf for treatment certified necessary by a legally qualified and registered medical practitioner to a physician, surgeon, nurse, Hospital and/or ambulance service for medical, surgical, x-ray, Hospital or nursing treatment but

excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth (excluding first teeth and dentures) and is caused by Injury.

We shall not be liable to make any refund in respect of:

1. any expenses recoverable by the Insured Person or the Insured from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance/plan or source;
2. any expense to which Section 118.1 of the Private Health Insurance Act 2007 (as amended) or any of the regulations there under apply.
3. for the Excess amount specified in the Table of Events and Compensation for Overseas Medical Expenses.
4. any expense, which We are prohibited by law from paying.
5. any expenses not incurred within ninety (90) consecutive days of the Insured Person's departure from Australia.

Our total liability shall not exceed the amount specified in the Table of Events and Compensation.

14. **Paraplegia** means Permanent and entire paralysis of both legs and part or whole of the lower half of the body.
15. **Permanent** means lasting twelve (12) calendar months from the date of occurrence and at the end of that period being beyond hope of improvement.
16. **Policy Period** means the period shown in the Policy Schedule or subsequent Renewal Notice issued by Us.
17. **Quadriplegia** means Permanent and entire paralysis of both legs and both arms.
18. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

Terrorism shall also include any act, which is verified or recognized by the (relevant) Government as an act of terrorism.

19. **Total Disablement** means as a result of Injury an Insured Person is wholly and continuously prevented from attending all of that Insured Person's usual school classes and school activities and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner other than an Insured Person or immediate family member of an Insured Person. We will pay commencing immediately following the Elimination Period the Compensation stated in the Table of Events and Compensation.
20. **Total loss** means, in relation to:
 - (i) an insured person's body part or **limb, hand, foot, finger** or **toe**, the physical severance or entire loss of the use thereof;
 - (ii) an eye, the entire and irrecoverable loss of all sight in the eye;
 - (iii) hearing, the entire and irrecoverable loss of hearing;
 - (iv) speech the irrecoverable loss of the ability to speak.
21. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

EXPOSURE

If any of the Events listed in the Table of Events and Compensation, Section A or B occurs as the result of unexpected exposure to the elements following an Injury, We will assume that an Insured Person has sustained Injury as defined and will pay the Compensation specified for such Event.

DISAPPEARANCE

If an Insured Person's body has not been found within twelve (12) calendar months after the date of the disappearance, sinking or wrecking of the conveyance in which that Insured Person was travelling at such date, We will assume that the Insured Person died as the result of Injury and will pay the Compensation specified under the Table of Events and Compensation – Section A, Capital Benefits, Event 4 (Death) of this Policy, subject to receipt of a signed undertaking by the Insured or the person to whom the Compensation has been paid that any such Compensation shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

AGE LIMITS

We will not be liable for any Event, which happens to an Insured Person unless at the date of the Event they are between the ages of three (3) years and twenty-one (21) years of age (i.e. no cover is provided after an Insured Person's 21st birthday), also as set out in the Policy Schedule

EXCLUSIONS

This policy shall not apply to any event directly or indirectly arising out of:

- (1)
 - (a) War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
 - (b) the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
 - (c) any loss arising out of any Terrorist Act.
- (2) Any consequence of an Insured Person engaging in:
 - (a) naval, military or air force operations.
 - (b) racing in or on any motor propelled conveyance (whether as a driver, rider or passenger).
 - (c) any aerial activity, except as a passenger and not as a pilot or crewmember in any aircraft licensed to carry passengers.
 - (d) hang gliding, sky diving or parachuting.
- (3) Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
- (4) a consequence of any kind of sickness or disease.
- (5) pregnancy, childbirth or miscarriage.
- (6) sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) Infection.
- (7) Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.

SPECIAL PROVISIONS - GENERAL

1. The Compensation payable under the Table of Events and Compensation – Section A, Capital Benefits, Event 4 (Death) shall be payable to an Insured Person's parent(s) or next of kin; any other Compensation payable under the Policy shall be payable to an Insured Person or the Insured Person's parent(s) or guardian if they have incurred the expense on behalf of the Insured Person.

- (a) Compensation shall not be payable for more than one of the Events 1-21 listed in Section A in respect of the same Injury, in which case the Event with the highest Compensation amount will be paid.
 - (b) Should an Insured Person sustain Injury, which results in any one of the Events 1 to 6 (inclusive), 8 to 10 (inclusive) and Event 21 as described in Section A – Capital Benefits there shall be no further liability for that Insured Person under the Policy for any Injury sustained thereafter.
2. Compensation shall not be payable:
 - (a) In excess of the Aggregate Period shown against such Events in respect of any one Injury.
 - (b) Unless the Insured Person shall as soon as possible after the happening of any Injury likely to give rise to a claim under the Policy procure and follow proper medical advice from a legally qualified and registered medical practitioner.
 3. Compensation payable to an Insured Person as a result of Injury under the Table of Events and Compensation - Section B – Additional Benefits, Events 22, 23 and 27 to 32 will be reduced by any amount of Compensation which the Insured Person is legally entitled to receive under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, Transcover or Transport Accident Act or other Statutory body having similar effect, Ordinance or policy of insurance, irrespective of whether such entitlement is accepted or waived.
 4. If, as a result of Injury Compensation is payable under the Table of Events and Compensation - Section B – Additional Benefits hereunder and if during the Policy Period, an Insured Person suffers recurrence of Total Disablement from the same or related cause or causes, the subsequent period of Total Disablement will be deemed a continuation of the prior period unless in between such periods an Insured Person has been certified fit for at least six (6) consecutive months, in which case such Total Disablement shall be deemed the result of a new Injury and subject to a new Elimination Period and Aggregate Period.
 6. In relation to the Table of Events and Compensation - Section B – Additional Benefits, Event 29 - Overseas Medical Expenses of this Policy, an Insured Person will not be covered for an expenses incurred overseas where that Insured Person has spent more than ninety (90) consecutive days overseas following his or her departure from Australia. Where a claim is made in relation to a benefit available under this Event of this Policy, the Insured Person must follow Travel Guard™ advice or instruction otherwise We may decline to pay part or all of that Insured Person's claim. In the event of an emergency overseas, Travel Guard™ can be contacted (reverse charge) on 61 (2) 9251 4298.
 7. **Aggregate Limit Of Liability**
 - (a) Except as provided under 7(b), Our total liability for all claims arising under this Policy during any Policy Period shall not exceed the amount set out in Policy Schedule.
 - (b) Our total liability for claims arising under this Policy during any Policy Period relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes shall not exceed the amount set out in the Policy Schedule.

CONDITIONS

1. **Assignability**
This Policy and any rights there under shall not be assignable without Our agreement and prior written consent.
2. **Australian Law**
This Policy is governed by the laws of the Australian State or Territory in which it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.
3. **Cancellation**
 - (a) The Insured may cancel this Policy at any time by giving Us written notice of cancellation, in which case We will retain Our usual short-term rate for the time the Policy was in force.

- (b) We may cancel the Policy at any time in accordance with Sections 59 & 60 of the Insurance Contracts Act 1984, in which case We will refund the proportion of the premium for the unexpired Policy Period.

4. **Claims Procedure**

- (a) Written notice of claim must be given to Us at any of Our offices in Australia within thirty (30) days after the occurrence of any Event in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence required by Us shall be furnished at the expense of the Insured Person or Insured for any claimant hereunder and shall be in such form and of such nature as We shall prescribe.
- (c) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or in the Event of the Insured Person's Death arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

5. **Currency**

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

6. **Effective Date Of Individual Insurance**

The insurance of any Insured Person (as specified in the Policy Schedule) shall become effective on the latest of the following dates:

- (1) On the commencing date of the Policy Period set out in the Policy Schedule;
- (2) On the date the Insured Person becomes eligible for Insurance hereunder;
- (3) Where required in terms described in the Policy Schedule, the date of Our acceptance of the Insured's Application Form.

7. **Effective Date of Individual Terminations**

The insurance of any Insured Persons shall immediately terminate on the earliest of the following dates:

- (a) On the date this Policy is terminated;
- (b) On the date that an Insured Person leaves or ceases to be a registered student of the Insured*;
- (c) On the premium due date if the Insured fails to pay the required premium except as a result of inadvertent error; or
- (d) On the date an Insured Person attains the age of 21 years.
- (e) On the date an Insured Person ceases to be eligible for insurance hereunder.

*Cover for students engaged in authorised activities of the Insured extends for up to two (2) school terms after officially leaving the school they have been attending. Note we will not pay any expense to which Section 118.1 of the Private Health Insurance Act 2007 (as amended) or any of the regulations made there under apply,

8. **Fraud and Misstatement**

Any fraud, misstatement or concealment by the Insured and/or an Insured Person either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim there under may give Us certain rights provided for in the Insurance Contracts Act 1984, including the right to reduce or refuse payment of any claim, cancel or avoid the Policy.

9. **Policy Renewal**

This Policy may be renewed with Our consent from term to term, by payment of the Premium in advance at Our Premium rate in force at the time of renewal.

10. **Proof of Loss**

After We receive notice of a claim We will provide the Insured Person or the Insured with Our usual claim forms for completion. The claim forms must be properly completed and all evidence required by Us shall be furnished in a timely manner at the expense of the Insured Person or the Insured and be in such form and of such nature as We may require.

11. **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all the Insured/Insured Person's rights of recovery thereof against any person or organisation and the Insured/Insured Person shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The Insured/Insured Person shall take no action to prejudice such rights.

12. **Tax Or Imposts**

Where We are, or believe We will become liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, We may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent that We determine to be appropriate to take account of the tax or impost

TABLE OF EVENTS AND COMPENSATION – “OPTION ONE”

THE EVENTS

**THE COMPENSATION
(Each Insured Person)**

Injury as defined, resulting in:-

SECTION A - CAPITAL BENEFITS

1. Permanent Quadriplegia	\$500,000
2. Permanent Paraplegia	\$500,000
3. Permanent Total Loss of entire sight of one eye and loss of use of one limb	\$100,000
4. Death	\$ 20,000
5. Permanent and incurable loss of mental powers resulting in total inability to work except in a sheltered workshop or in occupations reserved for mentally handicapped persons	\$100,000
6. Permanent Total Loss of entire sight of both eyes	\$100,000
7. Permanent Total Loss of entire sight of one eye	\$ 75,000
8. Permanent Total Loss of use of two limbs	\$100,000
9. Permanent Total Loss of use of both feet	\$100,000
10. Permanent Total Loss of use of both hands	\$100,000
11. Permanent Total Loss of use of one limb	\$ 50,000
12. Permanent Total Loss of use of one hand	\$ 50,000
13. Permanent Total Loss of use of one foot	\$ 50,000
14. Permanent Total Loss of hearing in both ears	\$ 50,000
15.. Permanent Total Loss of hearing in one ear	\$ 25,000
16. Permanent Total Loss of Speech	\$ 50,000
17. Permanent Total Loss of use of one thumb of either hand	
17.1 Both joints	\$ 20,000
17.2 One joint	\$ 10,000
18. Permanent Total Loss of use of fingers of either hand	
18.1 Three joints	\$ 20,000
18.2 Two joints	\$ 10,000

18.3	One joint	\$ 5,000
19.	Permanent Total Loss of use of toes of either foot	
19.1	All – one foot	\$ 20,000
19.2	Great – both joints	\$ 15,000
19.3	Great – one joint	\$ 10,000
19.4	Other than great, each toe	\$ 5,000
20.	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to more than 40% of the entire body	\$ 250,000
	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to between 20-40% of the entire body	\$ 125,000
21.	Permanent partial disablement not otherwise provided for Under Event 1 to 20 inclusive.	\$75,000

Such percentage of the \$75,000 which corresponds to the percentage Reduction in whole bodily function as certified by not less than two (2) legally qualified medical practitioners one of whom shall be the Insured Person's treating doctor and the other shall be nominated by Us. In the event of a disagreement between them, a third legally qualified medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions.

SECTION B - ADDITIONAL BENEFITS

THE EVENTS

THE COMPENSATION (Each Insured Person)

22.	Bed Care Patient Benefit for a period of more than twenty-four (24) hours as a result of Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	\$200 per week
23.	Injury Assistance Benefit - We will reimburse up to 100% of Domestic Help and/or Child Minding Services and/or Extra Public Transport Expenses certified as necessary by the Insured Person's legally qualified and registered medical practitioner. Elimination Period is seven (7) days per Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	Up to \$200 per week
24.	Broken and/or fractured bones -	
	(a) Finger or toe	\$ 200
	(b) Hand or foot	\$ 500
	(c) Arm, elbow, wrist, leg, ankle or knee;	
	(i) simple fractures	\$ 500
	(ii) compound or complicated fractures	\$1,000
	(d) Collarbone	\$ 500
	(e) Breastbone	\$ 500
	(f) Rib (one or more)	\$ 500 total
	(g) Shoulder, cheekbone or nose	\$ 500
	(h) Hip or jaw	\$ 750
	(i) Skull, pelvis, vertebrae of the neck or spine	\$3,000
	The maximum amount payable any one Injury is	\$3,000
25.	Dislocation Benefit	
	(a) Hip	\$ 500
	(b) Knee	\$ 250
	(c) Shoulder Blade	\$ 250
	(d) Collarbone or Jaw	\$ 250

	(e) Ankle, Elbow or Wrist	\$ 100
	The maximum amount payable any one Injury is	\$2,000
26.	Dental Cash Benefit	
	Lump Sum payment, provided the Event occurs within twelve (12) calendar months from the date of Injury to permanent or second teeth (No cover is provided for milk or first teeth, dentures or fillings)	
	Loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations	\$ 300 per tooth
	The maximum amount payable for any one Injury is	\$2,000.
27.	Student Tutoring Expenses incurred as a result of Total Disablement and certified necessary by the Insured Person's legally qualified and registered medical practitioner.	
	Elimination Period is seven (7) days per Injury	Up to \$200
	Aggregate Period for this Benefit is up to fifty-two (52) weeks	per week
28.	Fee Relief - Following the death by Injury of the Insured Person's parent or guardian, We will pay the annual school tuition fees up to \$3,000 for each of the remaining school terms of the current school year.	\$7,500 maximum in all
29.	Overseas Medical Expenses - Reimbursement of medical expenses as a result of Injury provided such expenses are incurred within ninety (90) consecutive days following an Insured Person's departure from Australia	\$5,000
	Excess each and every loss is \$20	
30.	Emergency Transport - Reimbursement of expenses actually incurred.	\$5,000 maximum per Injury
31.	Non-Medicare Medical Expenses, (School Activities Only) e.g. Physiotherapy and/or Chiropractic expenses as certified necessary by the attending legally qualified and registered medical practitioner.	\$5,000
	Excess each and every loss is \$20	
32.	Rehabilitation Expenses	
	We will pay after the happening of an Event listed in Section B of this Policy, expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition, advice and/or treatment is undertaken with Our prior written agreement and the agreement of an Insured Person's attending legally qualified and registered medical practitioner.	
	Elimination Period is seven (7) days per Injury.	Up to \$200
	Aggregate Period for this Benefit is up to fifty-two (52) weeks	per week

TABLE OF EVENTS AND COMPENSATION – “OPTION TWO”

THE EVENTS

**THE COMPENSATION
(Each Insured Person)**

Injury as defined, resulting in: -

SECTION A - CAPITAL BENEFITS

1.	Permanent Quadriplegia	\$750,000
2.	Permanent Paraplegia	\$750,000
3.	Permanent Total Loss of entire sight of one eye and loss of use of one limb	\$200,000
4.	Death	\$ 30,000
5.	Permanent and incurable loss of mental powers resulting in total inability to work except in a sheltered workshop or in occupations reserved for mentally handicapped persons	\$750,000
6.	Permanent Total Loss of entire sight of both eyes	\$325,000
7.	Permanent Total Loss of entire sight of one eye	\$150,000
8.	Permanent Total Loss of use of two limbs	\$300,000
9.	Permanent Total Loss of use of both feet	\$100,000
10.	Permanent Total Loss of use of both hands	\$100,000
11.	Permanent Total Loss of use of one limb	\$150,000
12.	Permanent Total Loss of use of one hand	\$ 80,000
13.	Permanent Total Loss of use of one foot	\$ 50,000
14.	Permanent Total Loss of hearing in both ears	\$150,000
15.	Permanent Total Loss of hearing in one ear	\$ 50,000
16.	Permanent Total Loss of Speech	\$100,000
17.	Permanent Total Loss of use of one thumb of either hand	
17.1	<i>Both joints</i>	\$ 30,000
17.2	<i>One joint</i>	\$ 15,000
18.	Permanent Total Loss of use of fingers of either hand	
18.1	<i>Three joints</i>	\$ 50,000
18.2	<i>Two joints</i>	\$ 25,000
18.3	<i>One joint</i>	\$ 12,500
19.	Permanent Total Loss of use of toes of either foot	
19.1	<i>All – one foot</i>	\$ 25,000
19.2	<i>Great – both joints</i>	\$ 20,000
19.3	<i>Great – one joint</i>	\$ 12,500
19.4	<i>Other than great, each toe</i>	\$ 7,500
20.	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to more than 40% of the entire body	\$320,000
	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to between 20-40% of the entire body	\$175,000
21.	Permanent partial disablement not otherwise provided for Under Event 1 to 20 inclusive. Such percentage of the \$150,000 which corresponds to the percentage Reduction in whole bodily function as certified by not less than two (2) legally qualified medical practitioners one of whom shall be the Insured Person’s treating doctor and the other shall be nominated by Us. In the event of a disagreement between them, a third legally qualified	\$150,000

medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions.

SECTION B - ADDITIONAL BENEFITS

THE EVENTS

**THE COMPENSATION
(Each Insured Person)**

22.	Bed Care Patient Benefit for a period of more than twenty-four (24) hours as a result of Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	\$200 per week
23.	Injury Assistance Benefit - We will reimburse up to 100% of Domestic Help and/or Child Minding Services and/or Extra Public Transport Expenses certified as necessary by the Insured Person's legally qualified and registered medical practitioner. Elimination Period is seven (7) days per Injury. Aggregate Period for this Benefit is up to fifty-two (52) weeks	Up to \$200 per week
24.	Broken and/or fractured bones - (a) Finger or toe (b) Hand or foot (c) Arm, elbow, wrist, leg, ankle or knee; (i) simple fractures (ii) compound or complicated fractures (d) Collarbone (e) Breastbone (f) Rib (one or more) (g) Shoulder, cheekbone or nose (h) Hip or jaw (i) Skull, pelvis, vertebrae of the neck or spine The maximum amount payable any one Injury is	\$ 200 \$ 500 \$ 500 \$1,000 \$ 500 \$ 500 \$ 500 total \$ 500 \$ 750 \$3,000 \$3,000
25.	Dislocation Benefit (a) Hip (b) Knee (c) Shoulder Blade (d) Collarbone or Jaw (e) Ankle, Elbow or Wrist The maximum amount payable any one Injury is	\$ 500 \$ 250 \$ 250 \$ 250 \$ 100 \$2,000
26.	Dental Cash Benefit Lump Sum payment, provided the Event occurs within twelve (12) calendar months from the date of Injury to permanent or second teeth (No cover is provided for milk or first teeth, dentures or fillings) Loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations The maximum amount payable for any one Injury is	 \$ 400 per tooth \$3,000.
27.	Student Tutoring Expenses incurred as a result of Total Disablement and certified necessary by the Insured Person's legally qualified and registered medical practitioner. Elimination Period is seven (7) days per Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	 Up to \$200 per week
28.	Fee Relief - Following the death by Injury of the Insured Person's parent or guardian, We will pay the annual school tuition fees up to \$3,000 for each of the remaining school terms of the current school year.	\$12,000 maximum in all
29.	Overseas Medical Expenses - Reimbursement of medical expenses as a result of Injury provided such expenses are incurred within ninety (90) consecutive days following an Insured Person's departure from Australia	\$5,000

Excess each and every loss is \$20

30. Emergency Transport - Reimbursement of expenses actually incurred. \$5,000 maximum per Injury
31. Non-Medicare Medical Expenses, (School Activities Only) e.g. Physiotherapy and/or Chiropractic expenses as certified necessary by the attending legally qualified and registered medical practitioner. \$7,500
Excess each and every loss is \$20
32. Rehabilitation Expenses
We will pay after the happening of an Event listed in Section B of this Policy, expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition, advice and/or treatment is undertaken with Our prior written agreement and the agreement of an Insured Person's attending legally qualified and registered medical practitioner.
Elimination Period is seven (7) days per Injury. Up to \$200 per week
Aggregate Period for this Benefit is up to fifty-two (52) weeks

TABLE OF EVENTS AND COMPENSATION – “OPTION THREE”

THE EVENTS

**THE COMPENSATION
(Each Insured Person)**

Injury as defined, resulting in: -

SECTION A - CAPITAL BENEFITS

1.	Permanent Quadriplegia	\$1,000,000
2.	Permanent Paraplegia	\$1,000,000
3.	Permanent Total Loss of entire sight of one eye and loss of use of one limb	\$200,000
4.	Death	\$ 40,000
5.	Permanent and incurable loss of mental powers resulting in total inability to work except in a sheltered workshop or in occupations reserved for mentally handicapped persons	\$750,000
6.	Permanent Total Loss of entire sight of both eyes	\$325,000
7.	Permanent Total Loss of entire sight of one eye	\$200,000
8.	Permanent Total Loss of use of two limbs	\$300,000
9.	Permanent Total Loss of use of both feet	\$200,000
10.	Permanent Total Loss of use of both hands	\$200,000
11.	Permanent Total Loss of use of one limb	\$150,000
12.	Permanent Total Loss of use of one hand	\$100,000
13.	Permanent Total Loss of use of one foot	\$100,000
14.	Permanent Total Loss of hearing in both ears	\$150,000
15.	Permanent Total Loss of hearing in one ear	\$ 50,000
16.	Permanent Total Loss of Speech	\$ 150,000
17.	Permanent Total Loss of use of one thumb of either hand	
17.1	<i>Both joints</i>	\$ 30,000
17.2	<i>One joint</i>	\$ 15,000
18.	Permanent Total Loss of use of fingers of either hand	
18.1	<i>Three joints</i>	\$ 50,000
18.2	<i>Two joints</i>	\$ 25,000
18.3	<i>One joint</i>	\$ 12,500
19.	Permanent Total Loss of use of toes of either foot	
19.1	<i>All – one foot</i>	\$ 25,000
19.2	<i>Great – both joints</i>	\$ 20,000
19.3	<i>Great – one joint</i>	\$ 12,500
19.4	<i>Other than great, each toe</i>	\$ 7,500
20.	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to more than 40% of the entire body	\$ 500,000
	Third degree burns and/or resultant disfigurement due to fire or chemical burns which extends to between 20- 40% of the entire body	\$ 175,000
21.	Permanent partial disablement not otherwise provided for Under Event 1 to 20 inclusive. Such percentage of the \$150,000 which corresponds to the percentage Reduction in whole bodily function as certified by not less than two (2) legally qualified medical practitioners one of whom shall be the Insured Person’s treating doctor and the other shall be nominated by Us.	\$150,000

In the event of a disagreement between them, a third legally qualified medical practitioner's opinion shall be obtained and the percentage awarded shall be the average of the three (3) opinions.

SECTION B - ADDITIONAL BENEFITS

THE EVENTS	THE COMPENSATION (Each Insured Person)
22. Bed Care Patient Benefit for a period of more than twenty-four (24) hours as a result of Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	\$300 per week
23. Injury Assistance Benefit - We will reimburse up to 100% of Domestic Help and/or Child Minding Services and/or Extra Public Transport Expenses certified as necessary by the Insured Person's legally qualified and registered medical practitioner. Elimination Period is seven (7) days per Injury. Aggregate Period for this Benefit is up to fifty-two (52) weeks	Up to \$300 per week
24. Broken and/or fractured bones -	
(a) Finger or toe	\$ 200
(b) Hand or foot	\$ 500
(c) Arm, elbow, wrist, leg, ankle or knee;	
(i) simple fractures	\$ 500
(ii) compound or complicated fractures	\$1,000
(d) Collarbone	\$ 500
(e) Breastbone	\$ 500
(f) Rib (one or more)	\$ 500 total
(g) Shoulder, cheekbone or nose	\$ 500
(h) Hip or jaw	\$1,500
(i) Skull, pelvis, vertebrae of the neck or spine	\$3,000
The maximum amount payable any one Injury is	\$3,000
26. Dislocation Benefit	
(f) Hip	\$ 500
(g) Knee	\$ 250
(h) Shoulder Blade	\$ 250
(i) Collarbone or Jaw	\$ 250
(j) Ankle, Elbow or Wrist	\$ 100
The maximum amount payable any one Injury is	\$2,000
26. Dental Cash Benefit	
Lump Sum payment, provided the Event occurs within twelve (12) calendar months from the date of Injury to permanent or second teeth (No cover is provided for milk or first teeth, dentures or fillings)	
Loss of teeth or crowning of damaged teeth with cast metal or porcelain or similar restorations	\$ 500 per tooth
The maximum amount payable for any one Injury is	\$5,000.
27. Student Tutoring Expenses incurred as a result of Total Disablement and certified necessary by the Insured Person's legally qualified and registered medical practitioner. Elimination Period is seven (7) days per Injury Aggregate Period for this Benefit is up to fifty-two (52) weeks	Up to \$300 per week
28. Fee Relief - Following the death by Injury of the Insured Person's parent or guardian, We will pay the annual school tuition fees up to \$3,000 for each of the remaining school terms of the current school year.	\$15,000 maximum in all

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| 29. | Overseas Medical Expenses - Reimbursement of medical expenses as a result of Injury provided such expenses are incurred within ninety (90) consecutive days following an Insured Person's departure from Australia
Excess each and every loss is \$20 | \$5,000 |
| 30. | Emergency Transport - Reimbursement of expenses actually incurred. | \$7,500 maximum per Injury |
| 31. | Non-Medicare Medical Expenses, (School Activities Only) e.g. Physiotherapy and/or Chiropractic expenses as certified necessary by the attending legally qualified and registered medical practitioner.
Excess each and every loss is \$20 | \$7,500 |
| 32. | Rehabilitation Expenses
We will pay after the happening of an Event listed in Section B of this Policy, expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition, advice and/or treatment is undertaken with Our prior written agreement and the agreement of an Insured Person's attending legally qualified and registered medical practitioner.
Elimination Period is seven (7) days per Injury.
Aggregate Period for this Benefit is up to fifty-two (52) weeks | Up to \$300 per week |

This Policy shall not be binding unless Policy Schedule is countersigned by Our Authorised Signatory.

