

**acs**  
**FINANCIAL**

**ACS Financial Student Personal Accident Protection  
Combined Product Disclosure Statement (PDS) and Policy Wording**

## Introduction

**This PDS is dated 22 June 2022.**

This document has two parts, a PDS and a Policy Wording.

The PDS only contains general information You need to be aware of before applying for the product and about the policy. It also provides information on important issues such as privacy, how to make a complaint, and who is responsible for issuing the policy.

The second part of the document is the Policy Wording. It sets out details of the cover, applicable terms, conditions, limitations and exclusions.

The PDS and Policy Wording contain important information which You should read carefully before deciding to take out any insurance cover. Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You. You should read this PDS carefully to understand what is or isn't covered, the eligibility criteria, terms, conditions, exclusions and limits of cover. Do not rely on assumptions of what should be covered under this Policy. To understand who this product is generally designed for and who this product is generally not designed for, you can review the Target Market Determination which is available on the Honan Insurance Group Pty Ltd website at [www.honan.com.au](http://www.honan.com.au).

Other documents may form part of Our PDS and Policy Wording and, if they do, We will tell You in the relevant document.

This document is an important document, We recommend that it be kept in a safe place for future reference. Should You require any further information about this or any other product, please contact Honan Insurance Group Pty Ltd.

A supplementary PDS may be issued to You from time to time if there are changes or updates that need to be made to the PDS or Policy Wording.

## Who underwrites this Policy

This policy is underwritten by Beazley Syndicates AFB ("Beazley") a participant of Lloyds of London. Beazley are the Insurer of this policy. At times in this document, Beazley may be referred to as "Certain Underwriters at Lloyds".

Address: 22 Bishopsgate, London, EC2N 4BQ

Beazley is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia. Beazley does not hold an Australian Financial Services Licence and, save for underwriting any new, altered or renewed Policy administered, issued or otherwise arranged by Honan Insurance Group Pty Ltd, does not provide any licensed financial services (including any claims handling and settlement services in relation to claims made under any Policies issued).

Beazley have authorised the release of this document.

References to:

Us/Our/We mean the Insurer (which is Beazley or may be referred to as "Certain Underwriters at Lloyds"); and You/Your mean the Insured or an Insured Person.

## Information about Honan Insurance Group Pty Ltd

Honan Insurance Group Pty Ltd (“Honan”) (AFS Licence No. 246749) ABN 67 005 372 396 is the binding agent and acts under a binding authority provided by the Insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, Honan acts as an agent of the Insurer and not as agent for You or any other Insured Person.

Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC  
3006 Phone: (+613) 9947 4333 Fax: (+613) 9947 4300

## About the Policy Cover

This Insurance is entered into by an Organisation, being the “Insured” and provides specified personal accident and illness insurance benefits to select Insured Persons. The Insured Persons who are not the Insured are not party to the contract between Us and the Insured and may not vary or cancel the policy in any way.

There are multiple sections of insurance cover available under this Policy. Information on what is covered and what is excluded (the terms and conditions and exclusions) are shown under each of the sections. Please read the Policy Wording carefully. If You need any advice or if You are unsure whether the Policy will meet Your requirements, please contact Honan.

Throughout the PDS and Policy Wording, certain words are capitalised. These words have special meanings and are included in the section "Definitions and Words with special meanings" in the policy wording. Please refer there for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

Insured Persons who are not the Insured have a right to recover their loss in accordance with Section 48 of the Insurance Contracts Act. Section 48 states that Insured Persons have the same obligations in relation to a Claim made by them that the Insured would have to Us (for example, complying with Claims conditions such as subrogation) and may discharge the Insured’s obligations in relation to a loss. We have the same defences to an action by an Insured Person as We would in an action by the Insured.

Where the Policy covers Insured Persons (other than the Insured), the Insured:

1. is not Our agent;
2. acts independently from Us in entering into this insurance to provide cover to Insured Persons; and
3. is not authorised by Us to provide any recommendations or options about the insurance or other financial services to an Insured Person.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Insured. We will not provide any notices in relation to this insurance to the Insured Persons. The Insured is required to notify Insured Persons when this occurs.

## Our Agreement with the Insured

If We accept the application for cover, the Insured and Insured Persons will be insured under this Policy for:

1. loss or damage caused by one or more of the insured events set out in this Policy; and
2. the other Benefits, as set out in this Policy.

This cover will be given on the basis:

1. that the Insured has paid or agreed to pay Us the premium for the cover the Insured selected when cover was requested and which the current Policy Schedule indicates is in force; and
2. of the verbal and/or written information provided by the Insured to Us prior to inception of the Policy.

It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for their needs.

The Insured can select cover from any of the following Benefits included in the Policy:

### **Benefits**

Some or all of the following Benefits may be included in this Policy. The Sum Insured for each is shown in the Policy Schedule. If the Sum Insured shown in the Policy Schedule is \$0.00 for a Benefit, no cover is provided under this Policy for that Benefit. The circumstances under which a Claim is payable for each of these covers is detailed under "Benefits" in the Policy Wording.

Death and Capital Benefits  
Weekly Injury Benefit  
Weekly Sickness Benefit  
Broken / Fractured Bones Benefits  
Student Tutorial Benefit  
Domestic Help Benefit

### **Benefit Limits**

Benefits may be subject to Benefit Limits. Benefit Limits may affect the amount payable in the event of a Claim. If a Benefit Limit is applicable to a Benefit, it will be shown in the Policy Schedule.

### **Age Limitation**

Age limits may apply to this policy. No cover is provided for Insured Persons who are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

1. The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.
  2. The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.
- Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

If applicable, it is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. In the event this limit is reached, the amount can be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

## Your duty to take reasonable care not to make a misrepresentation

Your application for insurance cover will be treated as if you are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the *Insurance Contracts Act 1984* (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When you apply for insurance, we will ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime you answer Our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

### Guidance for answering Our questions:

**Important: please ensure that You take care when providing Your answers in response to Our questions in relation to Your insurance application. You should respond fully, honestly and accurately. If You do not, it may affect Your insurance cover.**

### When answering Our questions, please:

- Think carefully about Your responses. If You do not understand the question or require further explanation, please ask Us before responding;
- Make sure Your responses are truthful, accurate and complete answers to every question that We ask You;
- Provide Us with all relevant information in response to Our questions. If You are unsure what information to include, please include it or check with Us, your broker or your professional adviser;
- Do not assume that We will contact anyone else for the information We are asking You for;
- Review each answer You have provided on Your insurance application carefully and make any corrections (if necessary) before submitting it to Us. You are responsible for the answers that You provide Us, even if You have had help in preparing Your application, for example from Your broker, intermediary, advisor or someone else.

Before Your insurance cover starts, please tell Us of any changes that may be required to the answers You have given to Our questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after Your insurance cover starts, You think You may not have complied with Your duty, please contact Us, Your broker or advisor immediately and We will let You know whether it has any impact on Your cover.

We may contact you after You have submitted Your application to clarify or collect any information that You may not have included. The information You provide may be recorded and used by Us in assessing Your application. Your duty to take reasonable care not to make a misrepresentation applies to all types of communication with Us, including written, electronic, online, when speaking with Us in person or on the telephone, or a mix of these.

### **If you do not comply with your duty**

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid your insurance cover. This means that your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be accepted and paid, or the amount or benefit paid may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe you have breached your duty; and
- Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

### **If you need help**

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

If any of the information You have provided to Us changes between the date of Your application and the date You enter into the contract of insurance, You must immediately let Us know.

You also have this duty before You extend, change or renew this Policy.

### **Cooling off**

You have the right to cancel the Policy by notifying Us in writing within 21 days of the date it was issued to You. This period is referred to as the “cooling off period”. However, You cannot cancel the Policy within the cooling off period if You have exercised any right or power under the Policy (e.g. made a claim).

If You cancel the Policy within the cooling off period and You have not made a claim under the Policy during the cooling off period, You will receive a full refund of Your Premium.

After this cooling-off period ends, You still have cancellation rights. Please see the General Terms and Conditions.

## **Privacy**

### **Honan Privacy Statement**

In this Honan Privacy Statement the use of: 'We', 'Us' and 'Our' means Honan Insurance Group Pty Ltd ("Honan").

We are committed to protecting Your privacy. We are bound by the obligations of the Privacy Act 1988 (CTH). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose Your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all Your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim. In order to provide the cover, administer the insurance and assess and otherwise deal with claims, we will disclose Your personal information to the relevant insurance underwriters.

We may, in the course of providing insurance, disclose personal information to third party organisations (some of which may be outside Australia):

- Reinsurers;
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- Other organisations that provide services to Honan in relation to the provision of insurance.

To assist Us in providing insurance services to You, We may transfer personal information overseas to third party service providers, including without limitation in Malaysia, Hong Kong, Singapore or the United Kingdom.

The privacy policy contains information on how You may access personal information held by Us and how to seek correction of such information. It also provides information on how You can make a complaint against Us for a breach of the Privacy Act, the Australian Privacy Principles (APPs), or registered APP code(s), if any, that bind Honan.

Honan's privacy policy statement is readily available on our website at [www.honan.com.au/privacy-policy/](http://www.honan.com.au/privacy-policy/)

### **Beazley Privacy Statement**

#### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

## **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

## **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

## **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

## **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

## **Other issues to consider before taking out this insurance**

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

## **Read the following to understand your cover**

The proposal completed by You has the information on which the Policy terms and conditions have been issued. To understand the type and amount of cover, what can be claimed and what is excluded, the following documents should be read and understood:

- Policy Wording, which tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- Policy schedule of insurance issued by Us and shows the insurance cover issued. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- Any other written changes advised by Us in writing (such as an Endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Only those Cover Sections shown as insured in the Schedule are insured, if they are not insured, no claim can be made for that cover. This document is also the PDS for any offer of renewal We may make, unless We advise You otherwise. Please keep Your Policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.



## **How to apply for insurance cover**

You may need to complete an application form. We will use the information You supply to determine the terms of cover We will provide. The terms of cover are contained in this document and the most recent Schedule, that We issue to You.

## **How to renew this insurance**

Before the expiry date of the Policy, We will send You a notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct. We will provide You with a supplementary PDS if any information in the original PDS has changed since the insurance was first taken out.

## **The premium shown on the Policy Schedule**

We consider a number of factors when calculating the Premium for this insurance. They include the number of Insured Persons being insured, the activities undertaken by the members, the level of cover requested and Your previous insurance and claims history.

The cost of the policy comprises the premium, government taxes and charges (including GST, stamp duty and fire services levy), admin and other fees, and commissions. These amounts will be shown on Your Schedule.

The cost of the policy may also be increased or decreased when changes are made to Your Policy or upon renewal. Please note that the cover We provide is subject to the Premium being paid by You. We will provide a premium comparison on renewal showing the changes in state and federal taxes and charges.

## **Sanctions clause**

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or their parent or affiliate or ultimate holding company, or reinsurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, the United Kingdom or the United States of America.

## **Complaints Resolution**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Honan in the first instance:

Legal and Compliance  
Honan Insurance Group Pty Ltd  
[compliance@honan.com.au](mailto:compliance@honan.com.au)  
+61 (3) 9947 4333  
Level 9, IBM Centre, 60 City Rd  
Southbank, VIC, 3006

We will acknowledge receipt of Your complaint within one (1) business days of receiving Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days. Honan will seek to resolve any complaint in a fair, efficient and transparent manner.

If we cannot resolve Your complaint to Your satisfaction or we cannot agree on an alternate timeframe, we will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply. Except in the case of a complaint about a declined claim, the value of a claim or about financial hardship, if Honan is able to resolve Your complaint to Your satisfaction within five (5) business days after receiving it, You will not receive a written response to Your complaint unless You have asked for a response in writing. Otherwise, Honan's decision on Your complaint will be communicated to You in writing. Honan will keep You updated as Your complaint is investigated and will provide progress updates to You at least every ten (10) business days.

You may refer Your complaint to the Australian Financial Complaints Authority ("AFCA"), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## How to make a claim

If the Insured or Insured Person needs to make a Claim, please send a written notice of the Claim to Corporate Services Network ("CSN") within fifteen (15) consecutive days of the date of the incident occurring or as soon as reasonably possible. Honan does not have authority on behalf of the Insurer to manage Your claim under this policy.

CSN will provide You with a copy of the claim form which will need to be completed to Our reasonable satisfaction and provided to Us as soon as reasonably practicable.

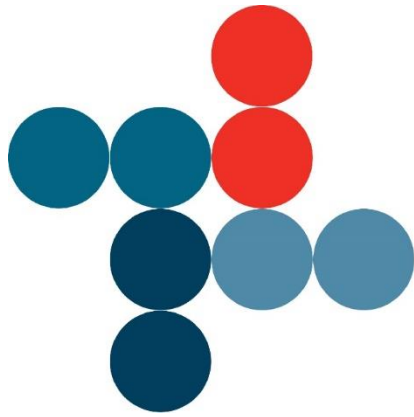
Corporate Services Network (CSN)  
Level 10, 33 York Street  
Sydney, NSW 2000 Australia  
Telephone: +61 (2) 8256 1770

At any time after a Claim has been lodged We may conduct enquiries into the circumstances of the Claim. We may ask for medical examinations or, in the event of death, We may request an autopsy. This will be done at Our expense.

Any payments will be made in Australian (AUD) dollars unless otherwise shown in the Policy Schedule.

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to the Insured or Insured Person if We find someone else is responsible for the loss or damage. We will do this in the name of the Insured or Insured Person as applicable.

Depending on the circumstances of the Claim, an Excess or Deferral Period may apply, or the Insured or Insured Person may be required to contribute to the cost of the Claim.



**acs**  
**FINANCIAL**

**ACS Financial Student Personal Accident Protection Policy Wording**



# Lloyd's Policy

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We, Underwriting Members of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss, including but not limited to associated expenses specified herein, if any, to the extent and in the manner provided in this Policy.

The Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and his Executors and Administrators) shall be liable only for his own share of his syndicate's proportion of any such loss and of any such expenses. The identity of each of the Underwriters and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date or reference shown in the Table.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.

**LLOYD'S POLICY SIGNING OFFICE**  
**General Manager**

If this policy (or any subsequent endorsement) has been produced to you in electronic form, the original document is stored on the Insurer's Market Repository to which your broker has access

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J(A) Australia NMA2741 (1/1/97) Form approved by Lloyd's Market Association

## GENERAL DEFINITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

**Injury** means physical injury:

- caused by a violent, external and visible means; and
- which occurs suddenly and unexpectedly to an Insured Person during the Policy Period; and
- which results solely and directly and independently of any other cause in any of the events covered within twelve (12) calendar months from the date of its occurrence, except in respect to Fee Relief where Insured Person is replaced by the parent, benefactor, guardian or “the person who pays the Insured Person’s school fees”.

It excludes any physical Injury for which the Insured Person has received treatment or advice for treatment in the six (6) month period prior to the Policy Period or the time they became an Insured Person.

**Insured** means the school named as the Insured in the Schedule.

**Insured Person** means a full time student, exchange student, or childcare, kindergarten or pre-school student of the Insured who has been given access to the cover under the Policy in accordance with the Policy terms and conditions:

Access shall not commence until the later of:

- the time the Policy Period commences; or
- the date the person meets the eligibility criteria agreed with the Insured provided all such cover is limited to whilst the Insured Person is actually engaged in School Activities or Organised Sporting Activities (except for new students of the Insured, whereby access shall commence one (1) school term prior to them starting school with the Insured, provided all such cover is limited to whilst the Insured Person is actually engaged in School Activities). Provided that cover for death caused by an Injury is not limited to whilst the Insured Person is actually engaged in School Activities or Organised Sporting Activities and shall apply on a 24 hours per day, 7 days per week basis.

Access shall end at the time:

- the Policy Period ends or the Policy is cancelled;
- the person is no longer eligible to be an Insured Person (cover extends to include one (1) school term after the final year of school with respect to Year 12 students of the Insured, provided all such cover is limited to whilst the Insured Person is actually engaged in School Activities); or
- 4.00p.m. Eastern Standard Time of the third business day after the day on which We advise the Insured in writing that the person no longer is eligible for access or such later time as We may specify in the notice.

**Organised Sporting Activities** means the time on a 24 hours per day, 7 days per week basis that the Insured Person is engaged in activities organised by or under the control of an organisation that is a member of an established sporting association of which the Insured Person is registered and/or a paid-up participant including all associated travel to and from such activities.

**Policy Period** means the period specified in the Schedule.

**Schedule** means the most recent Schedule We issue to the Insured in relation to the Policy between Us and the Insured.

**School Activities** means the time on a 24 hours per day, 7 days per week basis that the Insured Person is engaged in activities in any way connected with the Insured including but not limited to all extracurricular activities, academic, sporting, cultural or artistic activities, work experience or vocational training at all locations worldwide including all associated travel to and from such activities. Where the Insured Person is the Insured’s boarder, School Activities means in addition to the foregoing, any time the Insured Person is on property occupied by the Insured.

**Cyber Act** means any unauthorized, malicious or criminal act, or the threat or hoax of any act, involving access to, processing of, use of or operation of any computer system.

**Cyber Incident** means:

- a. any error or omission involving access to, processing of, use of or operation of any computer system; or
- b. any partial or total unavailability, or failure to access, process, use or operate, any computer system.

**We/Us/Our** means certain Underwriters at Lloyd's.

## SECTION 1 - INJURY COVER

### **What We Cover**

In consideration of the payment of the premium, or the Insured's agreement to pay it when We require, if the Insured Person suffers an Injury that results in any of the events specified as covered in the Schedule of Benefits at the end of the Policy Wording ("Benefit Schedule" and these events occur:

- a) within 12 months of the Injury (except for Fee Relief and Non-Medicare Medical Expenses); and
- b) during the Policy Period; and
- c) whilst the Insured Person meets the eligibility criteria applicable to Insured Persons as at the time of the event.

We will pay the parent, benefactor or guardian of the Insured Person (except for Fee Relief where benefits will be paid to the Insured in respect of the Insured Person), the compensation specified for the relevant event, subject to the terms, conditions and exclusions of the Policy.

Certain terms below in Title case are defined. Please refer to the Definitions section for their full meaning.

### **Disappearance**

If an Insured Person disappears following the disappearance, sinking or wrecking of any travel conveyance in which they were travelling, which occurred during the Policy Period and when they were an Insured Person, and their body has not been found within twelve (12) months after the date of their disappearance, they will be accepted to have suffered death as a result of Injury, at the time of their disappearance.

### **Exposure**

If an Insured Person is exposed to the elements as a result of an accident occurring during the Policy Period and while they are an Insured Person, and they suffer from Injury as a direct result of that exposure, they will be accepted to have suffered an Injury on the date of the accident.

## SPECIFIC LIMITS AND CONDITIONS APPLICABLE TO SECTION 1

1. Compensation shall not be payable for more than one of the benefits listed under Permanent Disabilities, Death or Burns in the Benefit Schedule in respect of the same Injury;
2. Compensation shall not be payable unless, as soon as possible after the happening of any Injury giving or likely to give rise to a claim under the Policy, the Insured Person obtains and follows proper medical advice from a Medical Practitioner.

## SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

The Policy shall not apply to an event directly or indirectly resulting from:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act;
3. any loss arising out of any Terrorist Act;
4. the Insured Person being a pilot or crew member of any aircraft; or
5. the Insured Person engaging in any aerial activity except as a passenger in any properly licensed aircraft;
6. deliberately self-inflicted injury;
7. sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
8. the Insured Person engaging in professional sport;
9. suicide;
10. Pregnancy, childbirth or miscarriage.

## DEFINITIONS AND INTERPRETATION APPLICABLE TO SECTION 1

The following words, when used in this Section, have the meanings set out below.

Words implying the singular shall include the plural and vice versa, as the context requires.

Headings are inserted for convenience of reference and will not be deemed to limit, expand or otherwise affect the provisions to which they relate.

**Bed Care Patient** means the Insured Person is necessarily confined to a bed (such confinement commencing during a Policy Period) and such confinement is certified as necessary by a Medical Practitioner to be under the continuous twenty-four (24) hour care of a registered nurse (other than the Insured Person or a member of his or her immediate family). Bed Care Patient does not include being a patient in any institution used primarily as a nursing or a convalescent home, a place of rest, a geriatric ward, a mental institution, extended care facility or a place for the care or treatment of alcoholics or drug addicts.

**Clothing, Educational and/or Sporting Equipment** means where an Insured Person has suffered an Injury covered by this Policy for which treatment was required and administered by a qualified health care provider, We will pay for clothing, educational, and/or sporting equipment lost or damaged as a result of the Injury subject to the amount specified in the Schedule of Benefits.

**Emergency Transport/Rescue** means expenses incurred to recover and transport an Insured Person to a Hospital or other safe location as a result of them suffering an Injury. The maximum payable is limited to the amount specified in the Schedule of Benefits.

**Excess** means a period of time no compensation is payable for disablement. After that time We will begin Our payments subject to the terms of the Policy. We agree on the type of Excess and period with the Insured and it is specified in the Schedule or other Policy documents We issue.

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



**Loss** means the Permanent total physical loss of the body part referenced in the Schedule and Table of Events. Where that body part is a Limb, hand, foot, finger, or toe, Loss means the Permanent total physical loss or loss of use of that body part referenced in the Schedule or for an eye entire and irrevocable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear.

**Mental Health Condition** means Permanent impairment due to an illness, injury, disease or syndrome diagnosed by a Medical Practitioner and which, in the reasonable opinion of that Medical Practitioner, directly results in the total inability to attend school classes or activities except in a school that caters for such conditions.

**Medical Practitioner** means a person legally qualified in medicine who is currently registered or licensed with the medical board of Australia or the respective medical board of the country in which they practice medicine as a general practitioner (doctor), physician, surgeon, optometrist or specialist and who is not the Insured Person and/or the Insured, or Relative of the Insured and/or Insured Person

**Non-Medicare Medical Expenses** means medical or dental expenses incurred in Australia that are not subject to any full or partial Medicare rebate nor recoverable by the Insured Person or by the Insured from any other source and incurred within twelve (12) calendar months of the Insured Person sustaining Injury and paid by the Insured Person or the Insured for treatment, certified necessary by a Medical Practitioner, to a registered private hospital, physiotherapist, chiropractor, osteopath, dentist, 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 Injury.

Non-Medicare Medical Expenses is extended to include those medical or dental expenses (as described above) incurred within twelve (12) calendar months of the Insured Person undergoing surgery as a direct result of sustaining Injury even though such surgery, or in the case of multiple surgical treatments, final treatment may take place in excess of twelve (12) calendar months of sustaining the Injury. Where the final treatment is to take place in excess of twelve (12) calendar months of the date of the Injury, the Insured Person will provide Us with a written estimate from a qualified practitioner, of the cost of such treatment and We may, at our option, settle the claim based on that estimate.

This cover only applies provided always that any such surgery had been anticipated by a Medical Practitioner at the time the Injury was diagnosed and subsequently certified by a Medical Practitioner as being reasonably and necessarily delayed for the well being of the Insured Person. Notification of the Injury, the proposed treatment and the estimated cost of that treatment should be declared to Us as soon as possible.

Non-Medicare Medical Expenses does not include any or part of any expense for which a Medicare benefit is paid or 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 known as the "Medicare Gap".)

Provided that

- (a) We shall not be liable to make any refund in respect of:
- (i) any expenses recoverable by the Insured Person or by 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; and
  - (ii) any expenses that would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).
- (b) Our maximum total liability shall not exceed, in respect of any one Injury, \$7,500.

**Out of Pocket Expenses** means the benefits described below provided to an Insured Person who has sustained an Injury covered by this Policy and which a Medical Practitioner certifies has caused disablement requiring the Insured Person to be unable to attend school for a period of more than fifteen (15) consecutive school days:

- a) **Student Home Tutorial** means the expenses We will pay incurred thereafter to assist full-time students to continue studies. We will only pay expenses incurred during the continuous ongoing restriction from attendance to school of the Insured Person for tutorial services of a qualified teacher holding a current teaching certificate appropriate to the level of education attained by the Insured Person.
- b) **Home Help** means the expenses We will pay necessarily incurred thereafter to assist in the care at home of full-time students who are not a Bed Care Patient. Expenses may include but are not limited to babysitter fees, additional food expenses that would not ordinarily have been incurred, or additional expenses incurred by persons, other than family members, required to care for the Insured Person.
- c) **Extra Travel** means necessary travel expenses We will pay such as taxi fares that would not ordinarily have been incurred had the Insured Person not sustained an Injury covered by this Policy. The weekly compensation and maximum payable are limited to the amount specified in the Schedule of Benefits.

**Paraplegia** means total paralysis of both legs and part or whole of the lower half of the body.

**Parent / Guardian Visitation** means We will pay the necessary and reasonable travel and accommodation expenses incurred by an Insured Person's parent(s) and/or guardian(s) as a result of travelling a distance greater than 60 kilometres from their normal place of residence to visit the Insured Person, provided always that the Insured Person has sustained an Injury covered by this Policy. The maximum payable is the amount specified in the Schedule of Benefits.

**Permanent** means lasting twelve (12) calendar months and at the end of that period being certified by a Medical Practitioner as being beyond hope of improvement. In the case of an eye, Permanent means irrecoverable loss of all sight in it.

**Quadriplegia** means total paralysis of both legs and both arms.

**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 victims(s) shall not be considered Terrorist Acts. Terrorist Act shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

**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.

***PLEASE ALSO REFER TO THE OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY WHICH MAY AFFECT THE COVER UNDER SECTION 1.***

## **SECTION 2 - KIDNAP AND RANSOM/EXTORTION AND PERSONAL ASSETS**

### **What We Cover**

In consideration of the payment of the premium, or the Insured's agreement to pay it when We require, where specified as covered in the Schedule, We will indemnify the Insured or the Insured Person or his/her parent, benefactor or guardian (referred to as the relevant person below) for covered losses incurred by them specified below due to the following insured events, provided always the insured events listed below occur whilst the Insured Person is engaged in School Activities or Organised Sporting Activities, subject to the terms, conditions and exclusions of the Policy.

Certain terms below in Title case are defined. Please refer to the Definitions section for their full meaning.

### **INSURED EVENTS APPLICABLE TO SECTION 2**

#### **A. Kidnap and Ransom/Extortion and Personal Assets**

1. Kidnapping or alleged Kidnapping of Insured Persons; and
2. Personal Extortion threats to Insured Persons; and
3. Property Damage Extortion threats to Insured Persons.

#### **B. Wrongful Detention**

The Wrongful Detention of Insured Persons.

#### **C. Hijacking**

The Hijacking of any aircraft, motor vehicle or waterborne vessel or similar conveyance on which an Insured Person is travelling.

### **COVERED LOSSES APPLICABLE TO SECTION 2**

#### **A. Ransom Monies**

Ransom Monies paid by the relevant person with their approval resulting directly from a Kidnapping or Extortion occurring during the Policy Period.

#### **B. In-Transit/Delivery**

Loss of Ransom Monies due to destruction, disappearance, confiscation or wrongful appropriation while being delivered to person(s) demanding the Ransom Monies by anyone who is authorised by the relevant person paying them to have custody of them; provided, however, that the Kidnapping or Extortion which gave rise to the delivery is insured under this Section 2.

#### **C. Expenses**

Any reasonable and necessary expenses incurred and paid by the relevant person with their approval solely and directly as a result of an insured event covered under this Section, including but not limited to:

1. The amount paid as reward to an Informant for information relevant to any covered insured event; and
2. Interest costs for a loan from a financial institution made to the relevant person for the purpose of paying Ransom Monies; and

3. Reasonable costs of travel and accommodation as follows;
  - (a) costs incurred by the relevant person while attempting to negotiate an incident covered under an insured event;
  - (b) travel costs of a Victim to join their immediate family upon their release;
  - (c) travel costs to evacuate, or hotel costs of, an Insured Person and/or relatives living in the same household as the Insured Person who is the Victim;
4. reasonable and necessary overseas medical services and hospitalisation costs incurred by the relevant person as a result of a covered insured event within thirty-six (36) months of either the release of the Victim or the last credible Extortion threat made during the Policy Period. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, cost of cosmetic surgery, and expense of confinement for such treatment. Cover under this paragraph is also extended to other persons involved in the handling or negotiation of a covered insured event.
5. reasonable and necessary fees and expenses of independent forensic analysts engaged by the relevant person.
6. Rest and rehabilitation expenses, including travel, lodging, meals and recreation of the victim and relevant person
7. Reasonable and necessary fees and expenses of a qualified interpreter assisting the relevant person in the event of a covered insured event
8. increased costs of security due to a covered insured event including but not limited to hiring of security guards, armoured vehicles and overtime pay to existing security staff, for a period of up to ninety (90) days, provided however that the independent security consultant(s) approved by Us have specifically recommended such security measures.

#### **D. Consultants**

Reasonable fees and expenses of any independent security consultants or other public relations or recall consultants, where the consultant and their fees and expenses have been approved by Us.

#### **DEFINITIONS AND INTERPRETATION APPLICABLE TO SECTION 2**

The following words, when used in this Section, have the meanings set out below. Words implying the singular shall include the plural and vice versa, as the context requires. Headings are inserted for convenience of reference and will not be deemed to limit, expand or otherwise affect the provisions to which they relate.

**Advisory** means a formal recommendation of the Appropriate Authorities that an Insured Person or a class of persons including them, leave, or refrain from travelling to a particular country or locality.

**Appropriate Authorities** means the United States Department of State; the Foreign Office of the United Kingdom; the Australian/New Zealand Foreign Office or similar authority of the country of the Insured.

**Extortion** means Personal Extortion or Property Damage Extortion as herein defined.

**Hijacking** means the illegal holding under duress, for a period in excess of six (6) hours, of an Insured Person whilst travelling on any aircraft, motor vehicle, waterborne vessel or similar conveyance.

**Informant** means any person, other than an Insured Person, providing information not otherwise obtainable, solely in return for a reward offered in relation to an Insured Person.

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more Insured Persons (except a minor by his or her parent or guardian) for the purpose of demanding Ransom Monies.

**Personal Extortion** means any threat or connected series of threats to kill, physically injure or kidnap an Insured Person, communicated for the purpose of demanding Ransom Monies, where the Ransom Monies are not in the possession of the Insured Person at the time of the threat

**Property Damage Extortion** means any threat or connected series of threats to damage the property of an Insured Person, communicated for the purpose of demanding Ransom Monies, where the Ransom Monies are not in the possession of the Insured Person at the time of the threat.

**Premises** means that portion of any building occupied by the Insured as a place to conduct business or a residence occupied by an Insured Person.

**Ransom Monies** means any monies which the relevant person has paid (or lost in-transit/delivery) under circumstances described in insured events A or C. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

**Victim** means an Insured Person who is the subject of an insured event.

**Wrongful Detention** means the arbitrary or capricious involuntary confinement of an Insured Person (without demanding Ransom Monies) by person(s) acting as agents(s) of or with the tacit approval of any government or government entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of Wrongful Detentions will be considered one Wrongful Detention.

## SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

- A. the fraudulent, dishonest, or criminal acts of the Insured, any Insured Person, the parent or guardian of the Insured Person or any other person authorised by them to have custody of any Ransom Monies. This exclusion will not apply to the payment of Ransom Monies in a situation where local authorities have declared such payment illegal; or
- B. monies or property surrendered away from the Premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies or property at the time of such surrender for the sole purpose of conveying it to pay because of any Extortion or demand for Ransom Monies previously communicated; or
- C. monies or property surrendered on the Premises unless brought onto the Premises because of any Extortion or demand for Ransom Monies for the purpose of paying that demand; or
- D. For Wrongful Detention only:
  - (i). any actual or alleged violation of the laws of the host country by the Insured Person or their failure to maintain and possess duly authorised and issued required documents and visas, unless We determine that the allegation was intentionally false, fraudulent, and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of the Insured Person;
  - (ii). failure of any person covered by Section 2 to comply with an Advisory within ten (10) days after its issue by the Appropriate Authorities. Any person entitled to cover agrees to reimburse Us for any payments made by Us which are ultimately determined not to be covered because of the application of this exclusion.
- E. actual loss or damage to property of any description, including intellectual property, as a result of an insured event or the carrying out of a Personal Extortion or Property Damage Extortion threat.

This exclusion E does not apply to covered loss B. "In-Transit Delivery".

## SPECIFIC CONDITIONS APPLICABLE TO SECTION 2

### **A. Prior to Payment**

In the event of an insured event occurring during the Policy Period, and in the case of a Kidnapping or Extortion, prior to the payment of Ransom Monies, the Insured, Insured Person or his/her parents or guardian will make every reasonable effort to:

- (i). determine that an insured event has actually occurred; and
- (ii). give immediate oral and written notice to Us with periodic and timely updates concurrent with activity occurring during the incident.

### **B. Due Diligence**

Any person entitled to cover will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section.

### **C. Other Insurance**

To the extent permitted by law, the cover provided under this Section will only be in excess of any other valid and collectable bond or insurance available in relation to the relevant loss or damage.

### **D. Assistance and Co-operation**

The Insured and Insured Person or his/her parents or guardian or other persons entitled to claim will co-operate with Us in all matters relating to this Section. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlements and in conducting litigation, arbitration, or other proceedings.

**PLEASE ALSO REFER TO THE OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY WHICH MAY AFFECT THE COVER UNDER SECTION 2.**

### **SECTION 3 – TRAUMA COUNSELLING BENEFIT**

If during the Policy Period, an Insured Person or a group of Insured Persons suffer psychological trauma as a result of them being a Victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism provided always the insured events occur whilst the Insured Person is engaged in School Activities or Organised Sporting Activities, We will pay up to \$20,000 with respect to any (1) event for the cost of Trauma Counselling provided that such treatment is certified as necessary by a Doctor for the wellbeing of the Insured Person.

#### **DEFINITIONS AND INTERPRETATION APPLICABLE TO SECTION 3**

The following words, when used in this Section, have the meaning set out below:

**Doctor** means a legally registered and qualified medical practitioner (including dentists) who is not an Insured Person or their relative.

**Trauma Counselling** means the treatment provided by a registered psychologist and/or psychiatrist who is not an Insured Person or their relative.

#### **SPECIFIC EXCLUSION APPLICABLE TO SECTION 3**

We will not be liable to pay a benefit that would result in Us contravening the Private Health Insurance Act 2007 (Cth) or any other legislation.

***PLEASE ALSO REFER TO THE OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY WHICH MAY AFFECT THE COVER UNDER SECTION 3.***

#### **GENERAL CONDITIONS APPLICABLE TO SECTIONS 1, 2 AND 3**

If an Insured Person does not comply with the following conditions, We may, to the extent permitted by law, refuse to pay or reduce any claim made by them.

##### **1. Aggregate Limit of Liability**

- (a) Except as provided in (b) below, Our total liability for all claims made by Insured Persons arising under the Insured's Policy during any one (1) Policy Period shall not exceed the amount often (10) million dollars.
- (b) Our total liability for all claims made by Insured Persons arising under the Insured's 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 often (10) million dollars.

##### **2. Notice of Claim**

Written notice of any claim must be given to Corporate Services Network (CSN) within thirty (30) days after the occurrence of any event covered by the Policy, or as soon as is reasonably possible. Notice given by or on an Insured Person's behalf to Us at Our office in which the Policy is issued, with information sufficient to identify the Insured Person shall be deemed notice to Us.

##### **3. Claim Forms**

We will, upon receipt of a notice of claim, supply to the claimant appropriate forms to enable proof of loss to be filed. If such forms are not supplied by Us within fifteen (15) days after notice of claim is given, the claimant shall be accepted to have complied with the requirement of the following condition, upon



submitting, within the time fixed in the following condition, written proofs covering the occurrence, the character and the extent of the loss for which the claim is made.

#### **4. Proof of Loss**

Written proof of loss must be provided to Us within ninety (90) days after the date of such loss. Failure to provide such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, if such proof is later provided as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

#### **5. 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.

#### **6. Time of the Payment of Claim**

Compensation payable under the Policy for any loss will be paid immediately upon receipt of due written proof of loss, subject to the conditions and definitions contained within this Policy.

#### **7. Physical Examinations and Autopsy**

We have a right to:

- (a) have an Insured Person medically examined at Our expense, when and as often as We may reasonably require after an Insured Person has submitted a claim under the Policy; and
- (b) reasonably request an autopsy in case of death where autopsy is not forbidden by Law.

#### **8. Subrogation**

In the event of any payment under this Policy, We will be subrogated to the rights of recovery of the Insured Person and/or the person to whom We have paid the claim. Such persons will execute all documents required and will do everything necessary to secure and preserve such rights including the execution of any documents necessary to enable Us effectively to bring suit in their name.

#### **9. Recoveries**

In the event of any payment under the Policy, all recoveries, minus the actual cost to Us of that recovery, will be distributed firstly to Us for all amounts paid by Us under the Policy and any remainder will be paid to the person entitled to claim.

#### **10. Action Against Us**

No suit, action or proceeding for recovery of any loss under the Policy will be sustainable in any court of law, equity or other tribunal unless all the requirements of the Policy are complied with and it is commenced within twelve (12) months after a proof of loss has been filed with Us by the person entitled to claim.

#### **11. Severability, Construction, and Conformance to Statute**

- (i) If any provision contained in the Policy is, for any reason, held to be invalid, illegal or unenforceable, it will be interpreted in such a way so as to be valid, legal, and enforceable to the extent compatible with applicable law or if that is not possible, severed without invalidating the remainder of the Policy.

- (ii) Any provisions of the Policy which are in conflict with the statutes or regulations of the state or country in which the Policy is issued are amended or severed so as to conform with those statutes or regulations.

## 12. Changes

Notice to any representative of Us or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of the Policy or stop Us from asserting any right under the terms of the Policy, nor will the terms, conditions and exclusions of the Policy be waived or changed unless agreed to in writing by Us.

## 13. Law and Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

## 14. Cancellation

The Policy may be terminated at any time at the request of the Insured in which case We will retain Our short period rate premium for the time the Policy has been in force. Cancellation by You will be effective when We receive Your request.

We may cancel the Policy at any time subject to Sections 59 and 60 of the Insurance Contracts Act 1984, including where the Insured has:

- (a)
  - (i) made a misrepresentation to Us before the Policy was entered into;
  - (ii) failed to comply with the Duty of Disclosure;
  - (iii) failed to comply with a provision of the Policy including failure to pay the premium;
  - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect;
  - (v) failed to notify Us of a specific act or omission as required by the Policy; or
  - (vi) failed to tell Us about any changes in the circumstances of the risk during the Policy Period.
- (b) If We cancel the Policy, We will advise the Insured in writing and cancellation will take effect at whatever is the earlier of the following times:
  - (i) when another contract of insurance is taken out by the Insured to replace the Policy, or
  - (ii) at 4.00p.m. Eastern Standard Time of the third business day after the day on which notice was given to the Insured or such later time as We may specify in the notice.

After cancellation and subject to the cooling off period rights We will keep the premium for the period that the Policy was in force and We will return to the Insured the premium for the period from the date the Policy was cancelled to the expiry date of the Policy less an administration charge not exceeding \$250.00.

## 15. Additional Inspection Condition

Such records of the Insured, Insured Person or any person covered by the Policy as may have a bearing on this insurance shall be open for inspection by Us at any reasonable time.

## 16. Tax or Imposts

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

## 17. Currency

All amounts shown in the Policy are in Australian Dollars (AUD).

## 18. Fraudulent Claims

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, or if any loss hereunder is occasioned by the willful act or with the connivance of the Insured Person, We shall, without prejudice to any other right(s) We may have under this Policy, be entitled to refuse to pay such claim.

## 19. Cyber Affirmation

Any benefits for **Injury** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to other terms, conditions, limitations and exclusions of this Policy.

## 20. Sanctions

No Insurer shall be deemed to provide cover, and no Insurer shall be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

## Benefit Schedule

Injury as defined, resulting in;	Gold (\$)	Diamond (\$)	Platinum (\$)
<b>Section 1</b>			
<b>Permanent Disabilities</b> <i>(In each case the Injury suffered Must be Permanent).</i>			
Quadriplegia, Paraplegia, Mental Health Condition	750,000	1,000,000	1,250,000
Loss of use of two (2) Limbs	300,000	500,000	1,000,000
Loss of use of one (1) Limb	150,000	250,000	500,000
Loss of sight of both eyes	300,000	500,000	1,000,000
Loss of sight of one (1) eye	150,000	250,000	500,000
Partial Loss of the sight of both eyes or of one (1) eye only	75,000	150,000	300,000
Loss of hearing in: (a) both ears	150,000	400,000	750,000
(a) one (1) ear	50,000	100,000	150,000
Partial Loss of the hearing in both ears or in one (1) ear only	15,000	30,000	100,000
Loss of speech	100,000	100,000	250,000
Loss of use of either hand	80,000	125,000	150,000
Loss of use of four (4) fingers of either hand	50,000	75,000	100,000
Loss of one (1) thumb of either hand	30,000	50,000	100,000
Loss of use of fingers of either hand Loss of use of toes of either foot	50,000	50,000	50,000
Permanent disability not otherwise provided for	20,000 Such percentage of \$20,000 as we in our reasonable discretion shall determine and being in our opinion not inconsistent with the wording.	50,000 Such percentage of \$50,000 as we in our reasonable discretion shall determine and being in our opinion not inconsistent with the wording.	75,000 Such percentage of \$75,000 as we in our reasonable discretion shall determine and being in our opinion not inconsistent with the wording.
<b>Broken or Fractured Bones</b>			
(a) finger, toe, hand, foot, rib	200	200	200
(b) arm, elbow, wrist, leg, ankle or knee	500	500	500
(c) neck, skull, spine, pelvis or hip	3,000	3,500	5,000
(f) all other breaks	500	500	500
(e) fractured leg or patella with established non-union	10,000	15,000	15,000

(f) shortening of the leg by at least five centimetres	50,000	75,000	75,000
The maximum payable any one Broken or Fractured Bones accident	75,000	100,000	100,000
<b>Dislocations</b>			
(a) hip	500	500	500
(b) knee, shoulder blade, collarbone or jaw	250	250	250
(c) all other dislocations	150	150	150
<b>Ligament and Organ Damage</b>			
(a) ligament – knee, ankle, hip, spine, neck,	2,000	2,000	2,000
(b) organ – spleen, kidney, liver, lung, heart	2,000	2,000	2,000
<b>Dental</b> ( <i>Lump sum payment, regardless of actual costs involved, provided from the date of Injury.</i> )	<i>event occurs within five (5) years</i>	<i>event occurs within five (5) years</i>	<i>event occurs within five (5) years</i>
(a) Loss of teeth - second (not being dentures or fillings) - first (milk)	300 (per tooth) 100 (per tooth)	300 (per tooth) 100 (per tooth)	350 (per tooth) 100 (per tooth)
(a) crowning of damaged teeth (with cast metal or porcelain or similar restorations)	300 (per tooth)	300 (per tooth)	300 (per tooth)
(b) other damage	50 (per tooth)	50 (per tooth)	50 (per tooth)
The maximum amount payable for any one (1) accident	5,000 (per accident)	5,000 (per accident)	5,000 (per accident)

Injury as defined, resulting in;	Gold	Diamond	Platinum
<b>Death</b> Death as a result of Injury	50,000	50,000	50,000
<b>Burns</b> (a) 40% of the entire body or greater (b) between 20% and 40% of the entire body	320,000 100,000	500,000 175,000	800,000 250,000
<b>Out of Pocket Expenses</b> <ul style="list-style-type: none"> <li>• Home Help</li> <li>• Student Home Tutorial</li> <li>• Extra Travel</li> </ul> Maximum period payable up to fifty-two (52) weeks. (After Excess period of fifteen (15) days)	300 (per week, per benefit)	300 (per week, per benefit)	300 (per week, per benefit)
<b>Bed Care Patient</b> Maximum period payable up to fifty-two (52) weeks.	500 (per week)	500 (per week)	500 (per week)
<b>Emergency Transport/Rescue</b> 100% of incurred expenses up to	5,000 (per accident, per student)	7,500 (per accident, per student)	7,500 (per accident, per student)
<b>Fee Relief</b> Maximum of four (4) terms of school fees (tuition and boarding) paid to the school on the death of the student's parent/guardian due to an Injury.	15,000	20,000	30,000
<b>Non-Medicare Medical Expenses</b>	100% of incurred expense to a maximum of \$7,500	100% of incurred expense to a maximum of \$8,000	100% of incurred expense to a maximum of
<b>Clothing Educational and/or Sporting Equipment</b>	500 (per accident, per student)	500 (per accident, per student)	500 (per accident, per student)
<b>Parent/Guardian Visitation</b>	2,500	2,500	2,500
<b>Section 2</b>			
<b>Kidnap and Ransom/Extortion and Personal Assets</b>	300,000	300,000	300,000
<b>Section 3</b>			
<b>Psychological Trauma Counseling Benefit (any one (1) per accident per student)</b>	10,000	20,000	20,000



One Lime Street London EC3M 7HA

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