



# STUDENT ACCIDENT INSURANCE (Gold Plus Protect)

Product Disclosure Statement (PDS)  
and Policy Wording

Underwritten by:

ACE Insurance Limited  
ABN 23 001 642 020 AFSL 239687  
28-34 O'Connell Street  
Sydney NSW 2000

and

Zurich Australian Insurance Limited  
ABN 13 000 296 640 AFSL 232507  
5 Blue Street  
North Sydney NSW 2060

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## How is this insurance arranged?

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This product is issued jointly by:

ACE Insurance Limited (**ACE**)  
ABN 23 001 642 020  
AFS Licence Number 239687  
28-34 O'Connell Street  
Sydney NSW 2000

and

Zurich Australian Insurance Limited (**Zurich**),  
ABN 13 000 296 640,  
AFS Licence Number 232507  
5 Blue Street  
North Sydney, NSW 2060

ACE and Zurich jointly prepare and each takes full responsibility for the Policy Wording and Product Disclosure Statement (PDS).

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. ACE provides cover for 85% of the liability under the product, and Zurich provides cover for 15% share of liability. Collectively these covers form the one product.

References in this document (both in the PDS and the Policy Wording) to "We", "Us" and "Our" are references to the insurers (ACE and Zurich) in respect of their separate share of liability only.

ACE is responsible for the administration, including underwriting assessment and handling of insurance claims, for this product.

Cover is arranged and distributed by:

AON Risk Services Australia Ltd (**Aon**)  
ABN 17000434720  
AFSL 241141  
33/201 Kent St Sydney NSW  
2001  
(02) 9253 7000

Aon is appointed for this purpose as a binder operator of both ACE and Zurich and are permitted to arrange cover for this product.

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

This PDS was prepared on 1 March 2013.

### General Insurance Code of Practice

ACE and Zurich are both signatories to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## Retail Clients

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Retail Clients are required to be provided with a PDS prepared by the product issuers/insurers. '**Retail Client**' means an individual or Small Business.

'**Small Business**' means:

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

Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

## Product Disclosure Statement ('PDS')

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This **PDS** contains information about key benefits and significant features of this Student Accident Insurance Policy. Its purpose is to assist in the decision to purchase insurance and ability to compare products. You should read the PDS before deciding whether to acquire this product.

This document also contains important information about Your rights and obligations including the duty of disclosure and cooling off for Retail Clients. Details about the product issuers and their relationship with Aon can be found under '**How is this insurance arranged?**' on page 3.

The terms and conditions of Your insurance are contained in the **Policy Wording** which commences on **page 8** of this document.

### 1.1 Key Benefits of Your Policy

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You can insure against a range of events that may be incurred by a full time student, exchange student, or childcare, kindergarten or pre-school student of the Insured.

The following highlights are a summary of benefits only. For full details of the cover available, policy conditions, exclusions, sums insured and the circumstances and times benefits are payable, please refer to the Policy Wording and Table of Events (included in this document). Key benefits include cover for:

#### **SECTION 1**

Injury (as defined) resulting in:

- Death;
- Permanent disablement and Permanent Loss of use of specified body senses and/or parts;
- Specified broken or fractured bones and dislocations;
- Loss of or damage to sound and natural teeth;
- Third degree burns and disfigurement from fire or chemical reaction.

**Other benefits include:**

- Out of Pocket Expenses for items such as Home Help or Student Home Tutorial.
- Emergency Transport/Rescue expenses.
- Fee Relief following the accidental death of an Insured Person's parent, benefactor or guardian (payable to the Insured school).

#### **SECTION 2**

- Kidnap and Ransom/Extortion and Personal Assets Cover.

#### **SECTION 3**

- Trauma Counselling Benefit for the Insured Person(s) who 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 whilst on School Activities or Organised Sporting Activities.

Refer to **Section 1, Section 2 and Section 3 of the Policy Wording** and the **Table of Events** contained in the **Policy Wording** for details of all benefits available.

**Please read the Policy Wording commencing on page 7 and the 'Important Information' section below in the PDS for further information about the benefits, terms and conditions that apply to this insurance. Your policy Schedule sets out the details of Your cover.**

## 1.2 Important Information

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A range of benefits are available under this Policy. Please note the following:

1. The insurance **Policy Wording** contains a number of **'Definitions and Interpretations'** sections applicable to all sections of the Policy.
2. There are **'General Conditions'** that apply to all sections of the Policy and **'Specific Exclusions'** and **'Specific Conditions'** that apply to each section contained within the **Policy Wording**.
3. **Limits, sub limits and aggregate limits** may apply to certain benefits under each section. These limits will be explained in the Policy Wording and will be shown in Your policy Schedule.
4. This PDS also contains important information about the rights and obligations of Insured Persons including **Privacy** – refer page 5 and **Duty of Disclosure** – refer page 6
5. This Policy **does not provide cover** for Injury or sickness that result from pregnancy or childbirth.

## 1.3 Costs

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Premiums are calculated on an individual application basis. Some factors that We take into consideration when calculating Your premium include:

- the level of benefits and type of cover requested;
- the number of Insured Persons to which cover is to apply;
- the Insured's prior claims history.

Premiums include applicable Commonwealth and State taxes and/or charges including the Goods and Services Tax and Stamp Duty. The total amount payable will be specified in the policy Schedule.

### Excess

An Excess is the period of time following an event giving rise to a claim for which no compensation is payable. After that time We will begin Our payments subject to the terms of the policy. Excess periods may vary based on application and acceptance, and will be detailed in Your policy Schedule where applicable.

## 1.4 Cooling off Period

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If this product is purchased by a Retail Client a cooling off period applies.

This means it may be returned to Aon or one of their authorised representatives within fourteen (14) days of the date of purchase provided that no claim has arisen nor the journey commenced. In these circumstances the Policy will be cancelled and You will be provided with a full refund of premiums collected.

## 1.5 Dispute Resolution

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If at any time You have an unresolved complaint about Our products or services, You can contact Aon in the first instance. A brochure describing ACE's internal dispute resolution process is available on request by telephoning 1800 815 675 or e-mailing [dispute.resolution@acegroup.com](mailto:dispute.resolution@acegroup.com). Your query or complaint will then be reviewed and ACE will respond within fifteen (15) working days.

If the matter is still not resolved, You can then contact either:

ACE Insurance Limited (Ace)  
28-34 O'Connell Street Sydney NSW 2000

Or

Zurich Australian Insurance Limited (Zurich),  
5 Blue Street  
North Sydney, NSW 2060

If You are unhappy with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Financial Ombudsman Service run by Financial Ombudsman Service Ltd. (FOS). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about the FOS is available by contacting them at:

## 1.6 How to Make a Claim

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Details of conditions to be followed should a claimable event occur are contained in the General Conditions on page 14 of the Policy Wording. Claim forms can be obtained by contacting Aon on the number provided on the inside cover of this document.

Claims need to be supported by original supporting reports and documentation such as police reports and doctor's reports. Before submitting Your claim You should obtain any refunds available from Your private health fund, the transport providers with which You are travelling or any other source.

## 1.7 Privacy Statement

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ACE and Zurich are committed to protecting the privacy of persons covered under the Policy. We collect, use and retain any personal information in accordance with the National Privacy Principles. Our detailed privacy policies are available on Our respective websites at [www.aceinsurance.com.au](http://www.aceinsurance.com.au) and [www.zurich.com.au](http://www.zurich.com.au).

We collect personal information (which may include health information) to determine whether to provide this insurance and the cover under it, to administer it once it is in place and to handle or settle any claims made under it.

We collect information directly from Insured Persons or the Insured or via Our agents and/or representatives.

We may disclose the information We collect to third parties, including contractors and contracted service providers engaged by Us to deliver Our products and services or carry out certain business activities on Our behalf (such as assessors and call centres) in relation to them, other companies within the ACE Group, other insurers, Our reinsurers, and government agencies (where We are required to by law) and agents and/or representatives of persons covered under the Policy. These third parties may be located outside Australia.

Anyone covered under the Policy agrees to Us using and disclosing personal information as set out in the Privacy Statement. This consent remains valid unless the person alters or revokes it by giving written notice to our Privacy Officer.

If a person covered under the Policy wishes to access a copy of personal information pertaining to them, or to correct or update such personal information, or has a complaint or wants more information about how We manage a person's personal information, those persons should contact the Privacy Officer, ACE Insurance Limited GPO Box 407, Sydney, NSW 2001, telephone +61 2 9335 3200 or e-mail [Privacy.AU@acegroup.com](mailto:Privacy.AU@acegroup.com) or for matters relating to Zurich contact The Privacy Officer, Zurich Australian Insurance Limited, PO Box 677, North Sydney, NSW, 2060 telephone 132 687 or email [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au).

## 1.8 Financial Claims Scheme and Compensation Arrangements

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ACE and Zurich are insurance companies authorised under the Insurance Act 1973 Cth (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

## 1.9 Updating the PDS

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The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, We will update this information on Our respective websites at [www.aceinsurance.com.au](http://www.aceinsurance.com.au) and [www.zurich.com.au](http://www.zurich.com.au). A paper copy of the updated information will be available free of charge upon request.

## **STUDENT ACCIDENT INSURANCE (GOLD PLUS PROTECT) - POLICY WORDING**

Underwritten by:

ACE Insurance Limited  
ABN 23 001 642 020 AFSL 239687  
28-34 O'Connell Street  
Sydney NSW 2000

and

Zurich Australian Insurance Limited  
ABN 13 000 296 640 AFSL 232507  
5 Blue Street  
North Sydney NSW 2060

The Insured has entered into a Policy with Us. An Insured Person will be entitled to access cover under the Policy pursuant to section 48 of the Insurance Contracts Act 1984 (Cth) in accordance with the terms of this Policy Wording.

The Insured is not the Insurer, does not guarantee or hold the Policy or rights under it on trust for Insured Persons, does not act on behalf of Us and makes no recommendation in relation to this insurance.

Access to the cover by an Insured Person commences at 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).

Access to the cover by an Insured Person ends at the earliest of the following:

- the Policy Period ends or the Policy is cancelled; or
- 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.

This Policy provides for the payment of benefits in connection with a range of events that occur to an Insured Person. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE office. All cover is subject to the payment of premium and the terms, conditions and exclusions of the Policy.

### **YOUR DUTY OF DISCLOSURE**

#### **New Customers**

If You are purchasing this Policy for the first time, Your duty of disclosure is as follows:

#### ***What You must tell Us***

When answering Our questions in the application form, 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.

If We ask You to tell Us about exceptional circumstances, You are required to tell Us about each exceptional circumstance which is known to You and which You know or a reasonable person would be expected to know is relevant to Our decision to insure You and anyone else to be insured under the Policy.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

#### ***Who needs to tell Us***

You must answer Our questions in this way for You and for 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 the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having been in existence.

#### **Existing Customers**

If You intend to renew or have renewed this Policy, Your duty of disclosure is as follows:

### **What You must tell Us**

Before You renew, extend, vary or reinstate this Policy, You have a duty to disclose to Us every matter that You know or could be reasonably expected to know is relevant to Our decision to renew the Policy and, if so, on what terms.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

### **Who needs to tell Us**

You must answer Our questions in this way for You and for 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 the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having been in existence.

## **GENERAL DEFINITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

**Injury** means physical injury:

- caused by a violent, external and visible means; and
- which occurs fortuitously 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 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 and 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 You in relation to the Policy between You and Us.

**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 Your boarder, School Activities means in addition to the foregoing, any time the Insured Person is on property occupied by the Insured.

**We/Our/Us** means ACE Insurance Limited (ABN 23 001 642 020, AFSL 239687) and Zurich Australian Insurance Limited (ABN 13 000 296 640, AFSL 232507).

**You/Your** means the Insured school named in the Schedule.



## **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 Table of Events at the end of the Policy Wording and these events occur:

- a) within twelve (12) months of the Injury (except for Fee Relief and Non-Medicare Medical Expenses); and
- b) occurs 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 a conveyance in which they were then 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 that disappearance, they will be deemed to have suffered Death as a result of Injury at the time of the disappearance, sinking or wrecking of the conveyance.

### **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 any of the covered events as a direct result of that exposure, they will be deemed for the purpose of the Policy 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 events listed under Permanent Disabilities, Death or Burns in the Schedule and Table of Events 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 Doctor.

## **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. (i) the Insured Person being a pilot or crew member of any aircraft; or  
(ii) the Insured Person engaging in any aerial activity except as a passenger in any properly licensed aircraft;
5. deliberately self-inflicted injury;
6. sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
7. the Insured Person engaging in professional sport;
8. suicide;
9. 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.

Titles 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 Doctor 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 and Table of Events.

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

**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 and attached Table of Events.

**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.

**Loss of Mental Powers** means the Permanent loss of mental powers resulting in the total inability to attend school classes or activities except in a school reserved for mentally handicapped persons.

**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 sustaining Injury and paid by the Insured Person or the Insured for treatment, certified necessary by a Doctor, 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 included 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 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 Doctor at the time the Injury was diagnosed and subsequently certified by a Doctor 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, \$8,000.

**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 Doctor 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 baby sitter fees, additional food expenses that would not ordinarily have been incurred, or additional expenses incurred by non-immediate 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 and attached Table of Events.

**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 sustain an Injury covered by this Policy. The maximum payable is the amount specified in the Schedule and attached Table of Events.

**Permanent** means lasting twelve (12) calendar months and at the end of that period being certified by a Doctor 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. Titles 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.
- D.** 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 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 be 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 or the other terms and conditions of the Policy, 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 by Insured Persons arising under the Insured's Policy during any one (1) Policy Period shall not exceed the amount of twelve (12) million dollars.
- (b) Our total liability for all claims 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 of twelve (12) million dollars.

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

Written notice of any claim must be given to ACE 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 deemed 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 furnished to Us within ninety (90) days after the date of such loss. Failure to furnish 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, provided such proof is furnished 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, net of the actual cost to Us of 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 construed by limiting it 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 as to achieve conformity with such 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. 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
  - (vii) 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 (refer to the PDS), 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.

#### 14. 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.

#### 15. 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.

#### 16. Currency

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



**Student Accident Insurance – Gold Plus Protect****TABLE OF EVENTS**

Injury as defined, resulting in;	Compensation Payable (\$)
<b>Section 1</b>	
<b>Permanent Disabilities</b> <i>(In each case the Injury suffered must be Permanent).</i>	
Quadriplegia, Paraplegia	1,000,000
Loss of Mental Powers	1,000,000
Loss of sight of both eyes	500,000
Loss of sight of one (1) eye	250,000
Partial Loss of the sight of both eyes or of one (1) eye only	120,000
Loss of use of two (2) Limbs	500,000
Loss of use of one (1) Limb	300,000
Loss of hearing in:	
(a) both ears	400,000
(b) one (1) ear	100,000
Partial Loss of the hearing in both ears or in one (1) ear only	30,000
Loss of speech	100,000
Loss of use of either hand	125,000
Loss of use of four (4) fingers of either hand	75,000
Loss of one (1) thumb of either hand	50,000
Loss of use of fingers of either hand	50,000
Loss of use of toes of either foot	50,000
Permanent disability not otherwise provided for above	Such percentage of \$75,000 as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the compensation provided under Permanent Disabilities
<b>Broken or Fractured Bones</b>	
(a) finger, toe, hand, foot, rib	200
(b) arm, elbow, wrist, leg, ankle or knee	500
(c) neck, skull, spine, pelvis or hip	3,500
(d) all other breaks	500
(f) fractured leg or patella with established non-union	20,000
(g) shortening of the leg by at least five (5) centimetres	15,000
The maximum amount payable for any one (1) accident	100,000
<b>Dislocations</b>	
(a) hip	500
(b) knee, shoulder blade, collarbone or jaw,	250
(c) all other dislocations	250
<b>Ligament and Organ Damage</b>	
(a) ligament – knee, ankle, hip, spine, neck, shoulder	3,000
(b) organ – spleen, kidney, liver, lung, heart	3,000
<b>Dental</b> <i>(Lump sum payment, regardless of actual costs involved, provided the event occurs within five (5) years from the date of Injury).</i>	
(a) Loss of teeth	
- second (not being dentures or fillings)	300 (per tooth)
- first (milk)	100 (per tooth)
(b) crowning of damaged teeth (with cast metal or porcelain or similar restorations)	300 (per tooth)
(c) other damage	50 (per tooth)
The maximum amount payable for any one (1) accident	5,000 (per accident)



<b>Death</b>	
Death as a result of Injury	50,000
<b>Burns</b>	
(a) 40% of the entire body or greater	500,000
(b) between 20% and 40% of the entire body	175,000
<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)	450 (per week, per benefit)
<b>Bed Care Patient</b>	
Maximum period payable up to fifty-two (52) weeks.	750 (per week)
<b>Emergency Transport/Rescue</b>	100% of incurred expenses up to \$5,000 (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.	20,000
<b>Non-Medicare Medical Expenses</b>	100% of incurred expense to a maximum of \$8,000
<b>Clothing Educational and/or Sporting Equipment</b>	500 (per accident, per student)
<b>Parent/Guardian Visitation</b>	2,500
<b>Section 2</b>	
<b>Kidnap and Ransom/Extortion and Personal Assets</b>	300,000
<b>Section 3</b>	
<b>Trauma Counselling Benefit (any one (1) event)</b>	\$20,000