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**Accident & Health International Underwriting Pty Ltd**

**STUDENT INJURY POLICY**

**Product Disclosure Statement (PDS) and Wording**

**FEDERATION OF PARENTS' & CITIZENS ASSOCIATION OF NSW  
STUDENT INJURY INSURANCE**

This Product Disclosure Statement (PDS) contains two parts:

- Important information – contains general information about your Student Injury Policy
- The Student Injury Policy – contains terms and conditions of your insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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## **IMPORTANT INFORMATION**

### **Accident & Health International (A & H International)**

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact A & H International. Their contact details are in this document.

### **The Insurer**

The Insurer of the Policy is CGU Insurance Limited.

### **What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'We', 'Our' or 'Us' means CGU Insurance Limited.
- 'You' means the person who will be named in the policy schedule as the insured and any person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The type of cover chosen will be shown on the policy schedule.

### **What The Policy Consists Of**

Your policy consists of:

- this printed Student Injury Policy Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

### **Our Agreement With You**

We will insure you for:

- injury as a result of one or more of the insured events, and
- the other benefits, as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,

- 
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 3.

### **Student Injury Policy**

We will pay you the benefit set out in your policy schedule if you suffer an Injury resulting from an accident during the currency of the policy. The Injury suffered must:

- be one of the type set out in the Insured Events table in this wording, and
- arise within twelve (12) calendar months from the date of the accident.

We will insure you against Injury for:

- defined events in the schedule

### **The Most We Will Pay**

The most we will pay for all claims under this Policy during any period of insurance is set out under the Limit of Liability in the policy schedule. Once the Limit of Liability has been paid, you will need to pay us further premium to reinstate the policy cover.

### **The Cost of Your Policy and Paying For Your Insurance**

The cost of your policy will be shown on the quotation provided, once all required information has been received. The cost of your policy is calculated based on age, occupation, claims experience and other information relative to the particular risk. For example, your involvement in an amateur sport such as martial arts.

The cost of the policy is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

### **Your Duty of Disclosure**

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time:

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- 
- you know, or
  - a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with either duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

### **Renewal Procedure**

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

### **Making A Claim and Your Excess (Deferral Period)**

An excess or deferral period may apply if you make a claim under this policy. An excess is the amount you pay when you make a claim. We may charge an excess depending on your age, occupation and the extent of cover chosen. The amount of any excess will be shown on your policy schedule.

If you need to make a claim please send a written notice of claim to A & H International within thirty (30) days of the date of the Injury occurring. A & H International will send you a copy of their claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

You need to ensure that you have seen a qualified medical practitioner as soon as possible after the Injury as your benefits will only be paid from the date you first seek medical attention.

At any time after a claim has been lodged we may:

- request you to undergo medical or related examinations. In the event of death, we may require an autopsy;
- conduct enquiries into the circumstances of the claim;
- request your attending doctor or specialist to provide a progress report.

This will be at our expense.

Any payments under this policy will be to you or, in the event of your death, your legal representative.

### **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of twenty-one (21) days from the date the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the premium.

You cannot use this cooling-off period if the policy has already expired or if you have made a claim under it.

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## **Dispute Resolution**

We and A & H International will do everything possible to provide a quality service to you. If you have any concern or complaint A & H International staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, A & H International has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager – see contact details in this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body subject to eligibility. Access to the FOS process is free of charge to you.

Please contact A & H International if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

## **Privacy**

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.

If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. Such application should be directed to A & H International in writing where it will be considered by their internal Privacy Disputes Department.

If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about A & H International's Privacy Policy, please visit A & H International's website to obtain a copy: [www.acchealth.com.au](http://www.acchealth.com.au)

## **Updating the PDS**

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

## **Intermediary Remuneration**

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

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## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 131 060.

## Code of Practice

CGU Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

## Contact Details

Accident & Health International Underwriting Pty Limited  
ABN 26 053 335 952  
AFS Licence No: 238261  
Level 4, 33 York Street  
SYDNEY NSW 2000

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

## The Insurer

CGU Insurance Limited  
ABN 27 004 478 371  
AFS Licence No: 238291  
388 George Street  
SYDNEY NSW 2000

Telephone: 131532  
Website: [www.cgu.com.au](http://www.cgu.com.au)

This Product Disclosure Statement was prepared on 10th December 2013. A&H International are authorised to distribute this Product Disclosure Statement.

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## STUDENT INJURY POLICY

### FEDERATION OF PARENTS' & CITIZENS ASSOCIATION OF NSW

#### IMPORTANT NOTICE

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to A & H International for arranging the insurance.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

Subject to the terms, conditions, exclusions and limitations contained in this Policy, this Policy provides cover for Disablement caused by Injury only or by Injury and Benefits are payable in the circumstances set out in the Policy. The particular cover which applies to You and which You selected when You applied for this insurance is referred to in the schedule which forms part of this Policy.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within twenty-one (21) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

#### IMPORTANT DEFINITIONS

For the purpose of this Policy, the following important definitions apply:

**INJURY** means bodily Injury resulting from an accident that occurs fortuitously to the Insured Person during the Period of Insurance and results in any of the Insured Events specified in the Table of Benefits within twelve (12) calendar months from the date thereof. Injury does not include:

- a. any consequences of an Injury which are ordinarily described as being a disease;
- b. an aggravation of a pre-existing injury unless caused by a separate and distinct accident.

**LOSS OF USE** means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

**PERIOD OF INSURANCE** means the period stated in the Schedule.

**PERMANENT** in relation to disablement means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**PRE-EXISTING CONDITION** means a condition which does not first manifest itself during the period of Insurance.

**BED CARE PATIENT** means the Insured Person is necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours.

**ARRANGEMENT DATE** is the date cover was arranged by Us.

**SCHEDULE** includes any current Schedule or renewal or variation of this Plan.

**INSURER** means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia

**THE COMPANY** means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

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WE/OUR/US means CGU Insurance Limited.

A & H INTERNATIONAL means Accident & Health International Underwriting Pty Ltd, AFS Licence No. 238261, ABN 26 053 335 952, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

YOU/YOUR is the Insured Person named in the Schedule. If the Insured is not the Insured Person, then YOU/YOUR in connection with the payment of premium, the General Conditions and receipt of Benefits means the Insured and in connection with the circumstances in which entitlement to Benefits arise means the Insured Person.



## EXTENT OF COVER

If, as a result solely and directly of Injury, You suffer from any of the following Insured Events set out in the Table of Benefits we will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury.

## TABLE OF BENEFITS

### INSURED EVENTS

### THE COMPENSATION being a percentage of the Sum Insured stated in the Schedule

		Part 1	Part 2
Injury resulting directly in:			
1.	Death	1. \$25,000	\$15,000
2.	Permanent Paraplegia & Quadriplegia	2. \$250,000	\$100,000
3.	Permanent Total Loss of sight of both eyes	3. \$125,000	\$50,000
4.	Permanent Total Loss of sight of one eye	4. \$62,500	\$25,000
5.	Permanent Total Loss of use of two limbs	5. \$125,000	\$50,000
6.	Permanent Total Loss of use of one limb	6. \$62,500	\$25,000
7.	Permanent and incurable insanity	7. \$62,500	\$25,000
8.	Permanent Total Loss of hearing in		
	a. both ears	8a. \$50,000	\$20,000
	b. one ear	8b. \$12,500	\$5,000
9.	Permanent Total Loss of four fingers and thumb of either hand	9. \$50,000	\$20,000
10.	Permanent Total Loss of the lens of one eye	10. \$37,500	\$15,000
11.	Permanent Total Loss of use of four fingers of either hand	11. \$31,250	\$12,500
12.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	12. \$31,250	\$12,500
13.	Permanent Total Loss of use of one thumb of either hand		
	a. both joints	13a. \$18,750	\$7,500
	b. one joint	13b. \$9,375	\$3,750
14.	Permanent Total Loss of use of fingers of either hand		
	a. three joints	14a. \$6,250	\$2,500
	b. two joints	14b. \$4,687	\$1,875
	c. one joint	14c. \$3,125	\$1,250
15.	Permanent Total Loss of use of toes of either foot		
	a. all - one foot	15a. \$9,375	\$3,750
	b. great - both joints	15b. \$3,125	\$1,250
	c. great - one joint	15c. \$1,875	\$750
	d. other than great, each toe	15d. \$625	\$250
16.	Fractured leg or patella with established non-union	16. \$6,250	\$2,500
17.	Shortening of leg by at least 5cm	17. \$4,687	\$1,875
18.	Broken Bone Benefits caused directly and solely by Injury		
	a. Neck or spine (full break)	18a. \$3,000	
	b. Hip, pelvis	18b. \$1,500	
	c. Skull, shoulder blade	18c. \$900	
	d. Collar bone, upper leg	18d. \$450	
	e. Upper arm, kneecap, forearm, elbow	18e. \$375	
	f. Lower leg, jaw, wrist, cheek, ankle, hand, foot	18f.	\$150
	g. Ribs	18g. \$112	
	h. Finger, thumb, toe	18h. \$75	
	Maximum compensation any one accident with respect to Event 18.	\$3,000	

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### **Event 19, Non-Medicare Medical Expenses (Part 1 only)**

If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorised activities, we will pay 85% of the cost of the following expenses, provided they are incurred within 18 months of the Injury, being expenses paid to a legally qualified medical practitioner, nurse or hospital for medical, surgical, x-ray, hospital or nursing treatment, including the cost of medical supplies and excluding the cost of dental treatment, provided that we shall not be liable to make any refund in respect of:

- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act 1973 be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

Compensation for medical expenses shall be limited to 85% of the actual expenses to a maximum of \$5,000 and we will not be liable for the first fifty (\$50) dollars of each and every claim.

### **Event 20, Dental Expenses (Part 1 only)**

If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorised activities, we will pay 85% of the cost of dental expenses, provided they are incurred within 18 months of the Injury, being expenses paid to a legally qualified medical practitioner for dental treatment, provided that we shall not be liable to make any refund in respect of:

- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act 1973 be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

Compensation for dental expenses shall be limited to 85% of the actual expenses to a maximum of \$10,000 and we will not be liable for the first fifty (\$50) dollars of each and every claim.

### **Event 21, Clothing Allowance (Part 1 only)**

It is hereby declared and agreed that cover shall only apply to clothing, educational and/or sporting equipment due to property lost or damaged as a result of an accident for which treatment was required and administered by a qualified health care provider. Compensation payable shall be limited to \$250.

### **Event 22, Emergency Transport (Part 1 only)**

It is hereby declared and agreed that should an ambulance be required or other mode of transport where an ambulance would ordinarily be required the compensation payable shall be limited to \$100,000.

### **Event 23, Bed Care Coverage (Part 1 only)**

Should an Insured Person be confined to hospital as a Bed Care Patient (as defined) due to an accident we will pay the amount stated in the schedule provided that such hospital confinement is certified as necessary by a legally qualified medical practitioner and shall be under continuous care of a registered nurse.

The compensation payable for Bed Care Coverage shall be limited to \$300 per week payable for an aggregate period of 52 weeks.

**Definition:** Bed Care Patient means the Insured Person is necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours.

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## **Event 24, Student Tutorial Benefits (Part 1 only)**

It is hereby declared and agreed that in the event of an accident students are entitled to reimbursement of student tutorial fees provided that:

- a. such fees are paid to a professionally qualified tutor who continues teaching the student during the period in disability;
- b. such fees must be certified by a legally qualified medical practitioner.

The compensation payable for student tutorial benefits shall be limited to \$300 per week payable for an aggregate period of 20 weeks.

## **Event 25, Cash Benefit (Part 1 only)**

If an Insured Person suffers an Injury during the Period of Insurance and whilst engaged on authorised activities, we will pay a \$100 cash benefit for a maximum of 15 days for each day the Insured Person is away from school as a direct cause of the injury provided the time away from school is incurred within 12 months of the Injury.

Compensation shall be limited to 15 days and the insured person must be away from school for a minimum of 2 days for the benefit to apply.

## **ADDITIONAL BENEFITS**

### **1. Exposure**

If as a result of an Injury occurring during the Period of Insurance you are exposed to the elements and suffer from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, we will pay compensations accordingly.

### **2. Disappearance**

If you disappear following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which you were then travelling and your body has not been found within one (1) year after the date of disappearance, we will pay a compensation on the assumption that you died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

## **GENERAL CONDITIONS**

1. Compensation shall not be payable for more than one of the Insured Events 1-17 in respect of the same Injury, in which case the highest compensations will be payable.
2. No further compensation will be payable under this Policy and all cover under this Policy will cease if you become entitled to the payment of a Sum Insured being 100% of the Sum Insured stated in the Schedule.
3. Written notice of claim must be given to us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.
4. Upon receipt of a notice of claim, we shall submit our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by us has been furnished at your expense.
5. We may at our own expense conduct any medical examination or examinations or arrange for an autopsy to be carried out.
6. No action at law shall be brought to recover on this Policy prior to the expiration of sixty (60) days after our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the date of the Injury giving rise to the claim.
7. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon

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cancellation by Us, we shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

8. All compensations shall be paid to you, or in the case of your death, to your legal personal representative.
9. If a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensations under this Policy totalling in all more than the Aggregate Limit of Liability Sum Insured for all claims arising under this Policy during the Period of Insurance shown in the Schedule, including any current Schedule.

## **EXCLUSIONS**

No compensations are payable under this Policy for any Insured Event resulting from Injury which:

1. is deliberately self-inflicted or caused by You;
2. results from a criminal or illegal act committed by you;
3. results from You being under the influence of alcohol or an illegal drug.
4. results from any pre-existing condition (as defined);

## **GOVERNING 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.