

# **JUA UNDERWRITING AGENCY PTY LIMITED**

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## **STUDENT INJURY PERSONAL ACCIDENT INSURANCE**

### **Product Disclosure Statement and Policy Wording**

Prepared: 1<sup>st</sup> December 2011

## How this Insurance Is Arranged

JUA Underwriting Agency Pty Limited (A.B.N. 70 004 566 465; AFSL Number 235411) acts as agent for the insurer, **Sirius International Insurance Corporation – Australian Branch (ABN 26 764 933 011)** and is able to enter into, renew, cancel and administer the policy and deal with and settle any claims under it on the insurer's behalf.

## CONTENTS

Product Disclosure Statement	..	..	..	..	..	..	..	..	..	4
Your Duty of Disclosure	..	..	..	..	..	..	..	..	..	7

<u>The Policy Wording</u>	..	..	..	..	..	..	..	..	..	<u>8</u>
Definitions	..	..	..	..	..	..	..	..	..	8
Extent of Cover	..	..	..	..	..	..	..	..	..	9
Scope of Cover	..	..	..	..	..	..	..	..	..	9
Table of Events	..	..	Section A	..	..	..	..	..	..	10
Table of Events	..	..	Sections B, C, D	..	..	..	..	..	..	11
Table of Events	..	..	Sections E	..	..	..	..	..	..	12
Conditions	..	..	..	..	..	..	..	..	..	12
Exclusions	..	..	..	..	..	..	..	..	..	14
Special Provisions – General	..	..	..	..	..	..	..	..	..	14

# PRODUCT DISCLOSURE STATEMENT

## 1. WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

The **Product Disclosure Statement (“PDS”)** contains information about key benefits and significant features of this Student Injury Personal Accident Insurance.

The purpose of the PDS is to assist your purchasing decision and ability to compare this product with other insurance. This document also contains important information about your rights and obligations including Cooling Off and the Duty of Disclosure.

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

Details about the product issuer can be found under “**How this insurance is arranged**”.

## 2. KEY BENEFITS OF YOUR POLICY

Section	Section Title	Cover
Section A	Capital Benefits	Injury (as defined) resulting in accidental death, Permanent Disability and specified permanent total loss.
Section B	Non-Medicare Medical Expenses	Compensation for Non-Medicare Medical Expenses for school activities only incurred as a result of Injury – subject to an excess of \$50 each and every claim.
Section C	Bed Care patient Benefit	A benefit if an Insured Person becomes a Bed Care patient as a result of an injury.
Section D	Injury Assistance Benefit	A benefit if an Insured Person needs to hire domestic help as a result of an injury. Subject to an elimination period of 7 days.
Section E	Emergency Transport Benefit	A benefit for an Insured person or relatives to attend hospital / place of treatment as a result of an injury – excluding ambulance costs.

Details of the benefits for all sections of cover are contained in the **Policy Wording** under the **TABLE OF EVENTS**.

Cover is limited to the benefits and maximum sums insured listed in the **Policy Schedule** and is subject to the terms, conditions and exclusions in the **Policy Wording**.

## 3. IMPORTANT INFORMATION

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

1. The **Policy Wording** contains a **Definition** section on **page 8** and **Conditions** that apply to this insurance at **page 12**.

2. **Special Provisions** apply to this **Policy Wording** that may impact upon the compensation payable. It is important that you carefully read the sections of the **Policy Wording** titled “**Scope of Cover**” on **page 9** and “**Special Provisions – General**” on **page 14**.
3. There are some circumstances where cover cannot be provided. These are detailed in the **Policy Wording**. Please take special note of the **Exclusions** applicable to all sections of the policy listed on **page 14** of the **Policy Wording**.

This **PDS** and **Policy Wording** also contains important information about the rights and obligations of insured persons including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

#### 4. COSTS

Premiums are calculated on an individual or total participation basis. Some of the factors taken into account in calculating the premium are:-

- The type of activity;
- The cover options that You have selected;
- The capital sum insured;
- Number of participants insured;
- The prior claims experience.

The premium amount will be shown on Your **Policy Schedule**. Government charges such as Stamp Duty and GST will be shown separately on the **Policy Schedule**.

You may be entitled to claim a tax deduction for the premium paid under this policy. Please check with Your tax accountant or the Australian Taxation Office for further information.

#### 5. COOLING OFF PERIOD

You have 14 days after the day you receive this Policy to check that the Policy and benefits meet your needs. This is known as the Cooling Off Period. Within this Period you may cancel the Policy and receive the full refund of all premiums paid.

To cancel your Policy during the Cooling Off Period, please send Us:-

- Your written Policy request to cancel the Policy; and
- The Policy document.

The Cooling Off Period ceases if you make a claim before the 14 day Cooling Off Period has expired.

#### 6. HOW TO MAKE A CLAIM

Information on claims can be found under the section titled “**Conditions**” in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with original supporting documentation such as doctor’s reports, receipts and where requested, additional Proof of Loss. Claims should be delivered to the address shown on this document. In the event of claims under some policy sections an elimination period of excess may apply.

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

## **7. CODE OF PRACTICE**

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:-

1. When you lodge a claim We will tell you in plain language what information We need and how you should go about making your claim.
2. We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

## **8. DISPUTE RESOLUTION**

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

If you have a complaint:-

1. Contact us at the address shown in this document and we will respond to you with our findings within 15 working days.
2. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Sirius International Insurance Corporation – Australia Branch  
3 Mincing Lane  
London United Kingdom EC3R 7DD

3. If you are still unhappy you can take your matter to an independent dispute resolution body, Financial Ombudsman Service which can make decisions and We are obliged to comply.

Contact details are:-

Financial Ombudsman Service Ltd  
GPO Box 3,  
Melbourne VIC 3001  
Phone: 1300 780 808 (local call fee applies)  
Fax: (03) 9613 6399  
Email: info@fos.org.au

You can also visit the Financial Ombudsman Service website at [www.fos.org.au](http://www.fos.org.au)

## **9. PRIVACY NOTICE**

We are bound by the Privacy Act 1988 (Cth) and its principles when We collect and handle Your personal information.

Any personal information You provide is used by us and Our agents to arrange the Policy and administer the parties' rights and obligations in relation to it, including claims.

This information may be disclosed to third parties involved in the above process, such as reinsurers, claims handlers, medical service providers, insurance assessors, Your agents and Our related companies. The use and disclosure of such personal information provided to third parties will be limited to the specific purpose for which it was supplied.

When You give personal information about other individuals, We and Our agents rely on You to have made or make them aware:-

- That You will or may provide their information to Us;

- The types of third parties to whom the information may be provided;
- The relevant purposes We and the third parties We disclose it to will use it for; and
- How they can access it.

If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do any of these things, You must tell Us or Our agents before You provide the relevant information.

You can obtain a copy of Our Privacy policy, seek access to or correct Your personal information or opt out of receiving materials We send by contacting us. If You do not agree to the above or will not provide Us with personal information, We may not be able to provide You with Our services or products.

## 10. UPDATING OUR PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

## 11. DUTY OF DISCLOSURE

The Insurance Contracts Act 1984 requires a person before they enter into the Policy with Us, to provide Us with the information We need to enable Us to decide whether and on what terms to provide cover. We ask various questions when a person applies for cover and when they answer these questions, they must:-

- Give Us honest and complete answers;
- Tell Us everything they know; and
- Tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

If they vary, renew, extend, reinstate or replace the Policy their duty is to tell Us before that time, every matter known to them which:-

- They know; or
- a reasonable person in the circumstances could be expected to know, or
- is relevant to Our decision whether to insure them and whether any special conditions need to apply to the Policy.

They do not need to tell Us about any matter that:-

- diminishes Our risk;
- is of common knowledge;
- We know or should know in the ordinary course of Our insurance business; or
- We tell them We do not need to know.

*Who does the duty apply to?*

Everyone insured under the Policy must comply with the relevant duty and if applicable, the representative of the Insured who applied for the insurance.

*What happens if the duty is breached?*

If the duty is breached We may cancel the Policy or reduce the amount We pay for any claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

## POLICY WORDING

The following important definitions apply to this Policy. They set out what We intend by each of the relevant terms when used with a capital letter in the Policy. This may be different to what You commonly understand such terms to mean, so please read them carefully as they affect the extent of cover provided:-

### DEFINITIONS

1. **Policy Period** means the period specified in the Schedule attached hereto, or any subsequent period in respect of which the Insured shall have paid and We shall have accepted the Premium required for the renewal of this Policy as provided in Condition 3.
2. **Injury** means a physical injury which results from an accident and is caused by a sudden, violent, external and visible means whilst this insurance is in force and occurs solely and directly and independently of any pre-existing condition or other cause. Injury does not include any Event caused as a result of Heatstroke and/or caused directly or indirectly by or attributable to any sickness or disease, or repetitive strain injury or any gradual process of wear and tear, or any Cardiac or Pulmonary or Cerebrovascular incident(s) notwithstanding that such incident(s) may have been caused by or induced by or accelerated by Injury.
3. **Accident** means any sudden or unforeseen specific event which occurs at an identifiable time and place.
4. **Paraplegia** means total paralysis of both legs and part or whole of the lower half of the body.
5. **Quadriplegia** means total paralysis of both legs and both arms.
6. **Limbs** means an arm at or above the wrist or a leg at or above the ankle.
7. **Fingers or Toes** means the digits of a hand or foot.
8. **Elimination Period** means the period commencing with the first day of injury for which medical treatment was sought, and for which no compensation is payable under the Injury Assistance Benefit in the policy.
9. **Excess** means the first amount you must contribute to any claim made under the non-Medicare medical expenses benefit in the policy.
10. **Insured** means the person or entity specified as the Insured in the Schedule.
11. **Insured Person** means the person(s) noted in the Schedule under Insured person(s).
12. **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.
13. **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 interest, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

Terrorism shall also include any act which is verified or recognised by the Australian Government as an act of terrorism.

14. **We, Our, Us** means JUA Underwriting Agency Pty Limited as agents for the Insurer – Sirius International Insurance Corporation – Australia Branch (ABN 26 764 933 011).
15. **You, Your, Yourself** means the insured name in the Schedule.

#### **EXTENT OF COVER**

In consideration of the payment of the premium to Us by You, and subject to the terms and conditions of the policy we will provide the compensation specified in the policy up to the relevant amount specified in Sections A, B, C D and E below.

#### **SCOPE OF COVER**

The compensation provided shall apply 24 hours a day, 7 days a week within the period of insurance and shall only be payable when the event happens whilst you are enrolled in a State or Public School. The benefits will reduce to 50% if the event giving rise to the claim occurs whilst participating in school sports or sports where the insured person is participating in, or training for, an organised competition which is under the control of an Association.

## SECTION A – CAPITAL BENEFITS

Table of Events	Where Alternative A is chosen	Where Alternative B is chosen
<b>Injury as defined, resulting in:</b>		
Accidental Death (School Activities only)	\$10,000	\$20,000
Accidental Death (Outside School Activities)	\$5,000	\$10,000
Paraplegia	\$100,000	\$200,000
Quadriplegia	\$100,000	\$200,000
Loss of Two Eyes	\$30,000	\$60,000
Loss of Two Limbs	\$30,000	\$60,000
Loss on One Eye	\$20,000	\$40,000
Loss of One Limb	\$20,000	\$40,000
Third Degree Burns (to more than 40% of the body)	\$20,000	\$40,000
<b>Broken or Fractured Bones due to an Accident (Refer to note 1):</b>		
Vertebrae	\$1,000	\$2,000
Ankle	\$250	\$500
Hip	\$450	\$900
Kneecap	\$450	\$900
Leg or Arm – One Bone	\$250	\$500
Leg or Arms – Two or more Bones	\$350	\$700
Hand or Foot – One Bone	\$85	\$170
Hand or Foot – Two or more Bones	\$250	\$500
Wrist	\$250	\$500
Finger or Toe	\$50	\$100
Pelvis – requiring Traction	\$750	\$1,500
Pelvis – not requiring Traction	\$400	\$800
Skull	\$1,250	\$2,500
Sternum	\$450	\$900
Collar Bone or Shoulder Blade	\$250	\$500
Jaw – Upper and/or Lower	\$750	\$1,500
Nose	\$50	\$100
Cheekbone	\$300	\$600
Rib	\$100	\$200
<b>Accidental Loss / Damage to Sound and Natural Teeth*</b>		
Maximum per Tooth	\$100	\$200
Maximum per Claim	\$400	\$800
* (excluding milk / first teeth)		

**Note 1:**

These benefits will reduce to 50% if the event giving rise to the claim occurs whilst participating in school sports or sports where the insured person is participating in, or training for, an organised competition which is under the control of an Association.

**SECTION B – NON-MEDICARE MEDICAL EXPENSES FOR SCHOOL ACTIVITIES ONLY**

This section covers those expenses that are not subject to any full or partial Medicare rebate nor recoverable by You or by the Insured from any other source and incurred within twelve (12) calendar months of You sustaining injury and paid by You or the Insured on Your behalf for treatment certified necessary by a legally qualified medical practitioner to a registered Private hospital, physiotherapist, nurse or similar provider of medical services including the cost of medical supplies or ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth, excluding first teeth and dentures, and is caused by injury.

Non Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable including the balance of monies due or payable by You after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly known as the "Medicare Gap").

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

1. any expenses recoverable by You 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;
2. any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply;
3. any expense in excess of **\$750** if **Alternative A** is chosen or **\$1,500** if **Alternative B** is chosen; after deduction of any amount applicable in Item 1 above and deduction of an excess of \$50 for each and every claim.
4. any expense which We are prohibited by Law from paying; and
5. expenses incurred in non-school activities.

**SECTION C – BED CARE PATIENT BENEFIT**

This section covers those expenses incurred due to You being confined to bed during a Period of Insurance for a continuous period of not less than 24 hours as a result of Injury and Your confinement is certified as necessary by a legally qualified and registered medical practitioner to be under the continuous care of a registered nurse (other than Yourself or a member of Your immediate family or persons permanently living with You). Bed Care does not include You as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care or treatment of alcoholics or drug addicts.

Provided that we shall not be liable to make any refund in excess of:

- \$200 per week for up to 26 weeks if **Alternative A** is chosen **or**
- \$400 per week for up to 26 weeks if **Alternative B** is chosen.

**SECTION D – INJURY ASSISTANCE BENEFIT**

This section covers those expenses incurred for the cost of hiring domestic help from a recognised and licensed domestic help agency, provided that:-

- (a) We do not pay for the cost of hiring members of Your family or other relatives or persons permanently living with You;

- (b) The domestic help is certified by a Medical Practitioner as being necessary to assist in the Insured Person's recovery from the relevant Injury;
- (c) We shall not be liable to make any refund in excess of:
  - \$150 per week for up to 26 weeks if **Alternative A** is chosen
  - or
  - \$300 per week for up to 26 weeks in **Alternative B** is chosen.
- (d) This benefit is subject to an Elimination Period of 7 days.

## SECTION E – EMERGENCY TRANSPORT BENEFIT

This Section covers the reasonable travelling or personal expenses necessarily incurred as a result of an Injury to an Insured person:-

- (a) in the transportation of the Insured Person to a hospital or place of treatment;
- (b) in the emergency attendance of the Insured Person's parents, guardian, spouse, partner or children;
- (c) We shall not be liable to make any refund:-
  - for transport by ambulance;
  - in excess of \$250 if **Alternative A** is chosen; or
  - in excess of \$500 if **Alternative B** is chosen.

## CONDITIONS

### 1. We will only cover You:

- (a) if You have complied with the relevant terms and conditions of the Policy relevant to them;
- (b) subject to Our rights in relation to the Insured applying to any claim made by the Insured Person;
- (c) subject to the Insured paying or agreeing to pay the premium We require for the relevant Insured Person.

### 2. Fraudulent Claims

If any claim involves fraud in any respect or if any fraudulent means or devices are used by the Insured Person or the Insured, any other claimant or anyone acting on their behalf, to obtain any benefit under the Policy, then any amount payable in respect of such claim will be forfeited.

### 3. 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.

### 4. Cancellation

Subject to the cooling off period specified in the important information section:

- (a) this Policy may be cancelled by You at any time by giving Us written notice, in which case We will retain a proportion of the premium calculated at Our usual short-term rates for the time this Policy has been in force;
- (b) We may cancel this Policy in accordance with the provisions of the Insurance Contract Act 1984 (as amended). If We cancel the Policy, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

## **5. Proof of Loss**

Written Proof of Loss must be furnished to Us in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within thirty days after the date of such loss and in the case of any other claim for loss within thirty 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 such proof within such time, provided such proof is furnished as soon as it is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

Compensation payable under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

## **7. Claim Procedure**

- (a) Written notice of claim and supporting medical evidence in the form required by Us, must be given to Us within 30 days of the occurrence of any event or as soon thereafter as is reasonably possible.
- (b) Upon receipt of a notice of claim, We will provide You with Our usual claim form for completion. We will not be liable to make any payment under this Policy unless the claim form is properly completed and all documentation reasonably required by Us has been furnished at the expense of You or the Insured person and be in such nature as We may require. Original documents must be produced.
- (c) We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
- (d) Compensation will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the terms of the Policy.
- (e) The Insured Person must as soon as possible after the happening of any Injury giving rise to a claim under this Policy obtain and follow proper medical advice from a Medical Practitioner.

## **8. Subrogation**

We have the right to commence or take over legal proceedings in the name of any person covered under the Policy for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable to them at law. The Insured Person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted.

## **9. Legal Actions**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

## **10. Australian Jurisdiction Clause**

This Policy shall be governed in accordance with the Law of the Commonwealth of Australia and the State or Territory where the Policy was issued. Any disputes relating to interpretation shall be submitted, conducted and determined by the exclusive jurisdiction of the courts of Australia.

## **11. Assignability**

This Policy and any rights hereunder shall not be assignable without Our prior written consent.

## **12. Construction**

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

## **EXCLUSIONS**

This Policy shall not apply to any Event directly or indirectly caused by or resulting from:-

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. 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. (a) You being a pilot or crew member of any aircraft; or  
(b) You engaging in any aerial activity except as a passenger in any properly licensed aircraft.
5. Deliberately self-inflicted injury.
6. Professional sporting activities.
7. Pregnancy or childbirth.
8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
9. Effects of Alcohol and/or Drugs not prescribed by a registered and legally qualified medical practitioner.

## **SPECIAL PROVISIONS - GENERAL**

1. The Compensation payable for Accidental Death in Section A shall be payable to your estate; any other Compensation payable under the Policy shall be payable to You.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section A in respect of the same injury.  
(b) Should you sustain Injury which results in any one of the Events described in Section A there shall be no further liability under the policy for injury sustained by You thereafter.
4. Compensation shall not be payable unless the Insured Person as soon as possible after the happening of any Injury giving rise to a claim under the Policy procures and follows proper medical advice from a legally qualified medical practitioner.
5. If an Insured Person suffers an Injury and requires physiotherapy treatment(s). We will pay Compensation up to the amount of Compensation shown in Section B of the Table of Events provided that the Insured Person has obtained a referral from a registered and legally qualified medical practitioner.