

# **School Fee Protect Personal Accident and Involuntary Unemployment Insurance Policy Wording**

Date of preparation: 22 July 2024

Effective date: 15 September 2024

360SFPPW124



360 School Fee Protect Pty Ltd **ABN** 89 678 965 332 is an Authorised Representative (**AR** 1311356)  
of 360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000

# Personal Accident and Involuntary Unemployment Insurance Policy Wording

## Table of Contents

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<b>IMPORTANT INFORMATION</b>	<b>4</b>		
+ ABOUT PERSONAL ACCIDENT AND INVOLUNTARY UNEMPLOYMENT INSURANCE.....	4	+ MAKING A CLAIM .....	7
+ HOW TO APPLY FOR PERSONAL ACCIDENT AND INVOLUNTARY UNEMPLOYMENT INSURANCE .....	4	+ FALSE OR MISLEADING INFORMATION .....	7
+ ABOUT 360 SCHOOL FEE PROTECT PTY LTD .....	4	+ COMPLAINTS AND DISPUTES .....	7
+ ABOUT THE INSURER .....	5	+ SEVERAL LIABILITY NOTICE .....	8
+ YOUR DUTY OF DISCLOSURE.....	5	+ SANCTIONS .....	8
+ CHANGES TO YOUR CIRCUMSTANCES .....	5	+ NOTICES.....	8
+ JOINT PRIVACY STATEMENT.....	5	+ TAXATION IMPLICATIONS.....	8
+ GENERAL INSURANCE CODE OF PRACTICE.....	6	+ INSURANCE CONTRACTS ACT 1984 .....	8
+ DEFINITIONS .....	6	+ ASSIGNMENT.....	8
+ THE COST OF THIS INSURANCE.....	6	<b>DEFINITIONS</b>	<b>9</b>
+ PAYING YOUR PREMIUM .....	6	<b>COVER SECTION 1 – PERSONAL ACCIDENT</b>	<b>11</b>
+ REFUND OF PREMIUM .....	6	<b>COVER SECTION 2 – INVOLUNTARY UNEMPLOYMENT</b>	<b>12</b>
+ RENEWAL OF YOUR POLICY.....	6		
+ YOUR COOLING-OFF PERIOD.....	6		
+ CANCELLING YOUR POLICY .....	7		

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# Important Information

## About Personal Accident and Involuntary Unemployment Insurance

This insurance provides **you** with **benefits** if a **fee paying person**, or his/her representative, has contacted **you** to advise that the **fee paying person** will be unable to pay **school fees** because:

- + the **fee paying person** has suffered **bodily injury** in an **accident** which has resulted in the **fee paying person's accidental death** or **permanent total disablement**; or
- + the **fee paying person** has suffered **involuntary unemployment**.

For full details of all the features of the **policy you** should read this Policy Wording in conjunction with **your policy schedule** which gives specific details of **your** insurance cover.

The maximum payable for all claims **you** make under **Cover Section 2** of the **policy** during any one **insurance period** is the **aggregate limit of liability** shown in **your policy schedule**.

This insurance is renewable annually. **You** will be covered for an initial period of 12 months. The **insurance period** will be shown on **your policy schedule**.

### Not everything is covered

There are certain times when this insurance may not provide cover. Please ensure that **you** read **What is not covered** under each section of cover on pages 11 and 12 of the Policy Wording.

The insurer may also refuse to pay or may reduce the amount it pays for a claim:

- + if **you** do not comply with the **policy** terms and conditions;
- + if **you** do not comply with **your** duty of disclosure; or
- + if **you** make a fraudulent claim.

Only **you** can decide whether **you** need the cover provided by Personal Accident and Involuntary Unemployment Insurance. As the Policy Wording contains information that may help **you** make that decision, ensure that **you** read this document.

## How to Apply for Personal Accident and Involuntary Unemployment Insurance

To apply for the **policy you** will need to complete a proposal form available from a licensed insurance broker who has a current agreement with **us**. They will then approach **us** to provide **you** with a quotation.

## About 360 School Fee Protect Pty Ltd

**We** are 360 School Fee Protect Pty Ltd **ABN 89 678 965 332** (360 School Fee Protect), an Authorised Representative (**AR 1311356**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270, AFSL 319 181** (360 Underwriting).

**We** are an underwriting agency committed to deliver solutions **you** want and service **you** expect by people **you** know.

**We** have an authority from the insurer to arrange, enter into/bind, and to administer this insurance on its behalf.

**You** should contact **us** in the first instance if **you** have any query relating to this insurance. **Our** contact details are:

### 360 School Fee Protect Pty Ltd

Telephone. 1800 411 580

Email. [schoolfeeprotect@360uw.com.au](mailto:schoolfeeprotect@360uw.com.au)

Post. Suite 1, Level 18, 201 Kent Street  
Sydney, NSW 2000

Any **policy** is issued to **you** by 360 School Fee Protect in its capacity as agent of the insurer, Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited, under contract reference B0572YR24SX06. In exchange for **you** paying the premium amount referenced in **your policy schedule**, **you** will be insured in accordance with the terms & conditions contained in the **policy** (and any amendments made to it) for the duration of **your policy**.

## About the Insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is:

**Canopius Managing Agents Limited**  
Floor 29, 22 Bishopsgate  
London EC2N 4BQ  
Registered in England no. 01514453

## Your Duty of Disclosure

Before **you** enter into an insurance contract **you** have a duty to tell the insurer anything that **you** know, or could reasonably be expected to know, may affect its decision to insure **you** and on what terms.

**You** have this duty until the insurer agrees to insure **you**.

**You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell the insurer anything that:

- + reduces the risk it insures **you** for;
- + is of common knowledge;
- + it knows or should know as an insurer; or
- + it waives **your** duty to tell it about.

### If you do not tell the insurer something

If **you** do not tell the insurer anything **you** are required to, it may cancel **your** insurance contract or reduce the amount it will pay **you** if **you** make a claim, or both.

If **your** failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

## Changes to Your Circumstances

**You** must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made to the information stated on **your policy schedule**.

## Joint Privacy Statement

In this Joint Privacy Statement the use of "**we**", "**our**" or "**us**" means 360 School Fee Protect, its related bodies corporate, and the insurer unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

**We** are committed to protecting the privacy of the personal information **you** provide to **us**.

*The Privacy Act 1988* (Cth) contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle,

store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of **your policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading *Your Duty of Disclosure* in this document.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **our** privacy or **you** have any query on how **your** personal information is collected or used, or any other query relating to **our** Privacy Policies, please contact **us**.

## General Insurance Code of Practice

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

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

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the CGC go to [insurancecode.org.au](http://insurancecode.org.au)

## Definitions

Apart from the various headings, words appearing in bold type in this Policy Wording have special meanings attached to them, such as "**you**" and "**us**". When reading this Policy Wording please make sure **you** refer to the various definitions on pages 9-10 to ensure **you** understand what is being said.

## The Cost of This Insurance

The total amount **you** are charged for this **policy** is made up of:

- + the premium, which is the amount the insurer needs to cover the risk insured under this insurance;
- + **our** administration fee; and
- + any applicable taxes and government charges.

The premium and applicable taxes and government charges will be shown on **your** tax invoice.

When calculating **your** premium, the insurer takes a number of factors into account. These factors, and the degree to which they affect **your** premium, will depend upon the information **you** provide to **us**.

The main factors that impact **your** premium include:

- + the sums insured;
- + the number of **children** in respect of whom **school fees** are being paid by **fee paying persons**;
- + the average cost of claims under the **policy**; and
- + the frequency or number of claims under the **policy**.

## Paying Your Premium

The ways **you** can pay **your** premium, and the frequency **you** can pay it, are described below:

- + annually up front by bank transfer, cash, cheque or credit card; or
- + by monthly instalments.

**You** must pay **your** premium by the due date. If **your** premium is not received by the due date or **your** payment is dishonoured and it remains unpaid for 14 days or more then this **policy** will not operate and there will be no cover under this **policy**.

The following applies when paying by monthly instalments:

- + if **you** are paying by instalments and an instalment remains unpaid for 14 days or more, **your** claim may be refused;
- + if an instalment remains unpaid for a period of one month past its due date, the **policy** may be cancelled;
- + if **you** have made a claim under the **policy** in the current **insurance period** and wish to cancel **your policy**, all remaining unpaid monthly premium instalments must be paid until **your** next renewal date.

## Refund of Premium

On cancellation of **your policy**, if **you** paid **your** premium up front at the start of the **insurance period** a refund of premium will be paid to **you**. However, **you** will not receive any refund if **you** have made a claim or a claim is forthcoming against the **policy** in the current **insurance period**.

Any premium refund will be calculated after deducting a portion of the premium for time on risk and any government taxes or duties (where these are not refundable under the applicable State legislation).

If **you** pay **your** premium by monthly instalments, there will be no refund of premium as **you** will only have paid for the cover **you** have received. If a claim has been made during **your insurance period**, or there has been an incident during the **insurance period** in relation to which **you** wish to make a claim, **you** must pay any remaining monthly premium instalments relating to **your** current **insurance period** of cover.

## Renewal of Your Policy

**We** will contact **you** at least 14 days prior to the expiry of **your insurance period** to advise **you** whether the insurer is offering to renew **your policy** and if so, on what terms.

## Your Cooling-Off Period

If **you** want to return **your policy** after **your** decision to buy it, **you** may cancel it and receive a full refund of premium if **you** cancel during the cooling off period, as long as **you** have not made a claim under the **policy**.

To cancel **your policy** within the cooling off period **you** must submit **your** request to **us** or **your** insurance broker within 14 days of the commencement of **your policy**. If **you** wish to submit **your** request to **us**, **our** contact details are given on page 4 of this document.

Even after the cooling off period ends, **you** can still cancel **your policy** at any time. Please refer to the section *Refund of Premium* above for details regarding any premium refund which may be paid to **you** if **you** cancel **your policy** after the cooling-off period.

## Cancelling Your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing. **Our** contact details are given on page 4 of this document.

The insurer may cancel **your policy** in any of the circumstances permitted by law by informing **you** in writing. These reasons include but are not limited to the following:

- + where **you** fail to comply with the duty of utmost good faith;
- + where **you** fail to comply with **your** duty of disclosure (see page 5 of this document for details);
- + where **you** fail to comply with a provision of the **policy**, including failure to pay **your** premium; or
- + where **you** make a fraudulent claim.

Notice of cancellation will be given to **you** in person or sent to **your** address last known to **us**. The cancellation will take effect from the date specified in the notice.

## Making a Claim

To notify that **you** wish to make a claim under this **policy**, please contact the **claims handler**:

**Proclaim Management Solutions Pty Ltd**  
Telephone. 02 9287 1302  
Email. [ahclaims@proclaim.com.au](mailto:ahclaims@proclaim.com.au)  
Post. Locked Bag 32012,  
Collins Street East, VIC 8003

Please provide **your policy** number to the **claims handler** when making contact.

**You** must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require.

It is a condition of this insurance that in order to make a claim **you** must be satisfied of the **fee paying persons** eligibility to claim, including proof:

- + where claiming for **involuntary unemployment** – the **fee paying person** has become **unemployed** during the **insurance period** due to either dismissal by his/her employer (provided such dismissal was not for misconduct) or involuntary retrenchment by his/

her employer and continues to be out of work on an ongoing basis.

- + where claiming for an **accident** – the **fee paying person** has suffered **bodily injury** in an **accident** during the **insurance period** which has resulted in the **fee paying person's accidental death** or **permanent total disablement** within 12 months of the date of the **accident**.

## False or Misleading Information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- + not pay **your** claim; and
- + recover (from **you**) any payments **we** have already made in respect of that claim; and
- + terminate **your** insurance from the time of the fraudulent act; and
- + inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time.

## Complaints and Disputes

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** internal dispute resolution procedure. Please contact **us** or the **claims handler** (as appropriate) in the first instance:

### Complaints Officer 360 School Fee Protect:

Telephone. 1800 411 580  
Email. [idr@360uw.com.au](mailto:idr@360uw.com.au)  
Post. Suite 1, Level 18, 201 Kent Street,  
Sydney, NSW 2000

### Claims Handler:

**Proclaim Management Solutions Pty Ltd**  
Telephone. 02 9287 1302  
Email. [ahclaims@proclaim.com.au](mailto:ahclaims@proclaim.com.au)  
Post. Locked Bag 32012,  
Collins Street East, VIC 8003

**We** or the **claims handler** (as appropriate) will acknowledge receipt of **your** complaint and do the utmost to resolve the complaint to **your** satisfaction within 10 business days.

If **we** or the **claims handler** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia Limited who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

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

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

**You** may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted as follows:

**Australian Financial Complaints Authority**  
Telephone. 1800 931 678  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Post. GPO Box 3, Melbourne, VIC 3001  
Online. [www.afca.org.au](http://www.afca.org.au)

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

The insurer agrees that:

- + if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the insurer will submit to the jurisdiction of any competent Court in Australia;
- + any summons, notice or process to be served upon the insurer may be served upon:

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

who has authority to accept service on the insurer's behalf:

- + if a suit is instituted against the insurer, the insurer will abide by the final decision of such Court or any competent appellate court.

## Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, do not satisfy all or part of its obligations.

## Sanctions

It is a condition of this insurance, and **you** agree, that the provision of any cover, the payment of any claim and the provision of any **benefit** under this **policy** shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such **benefit** by **us** would expose **us** to any sanction, prohibition or restriction under any:

- + United Nations' resolution(s); or
- + the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the Commonwealth of Australia or United States of America.

Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

## Notices

Any notice **we** give **you** will be in writing, and it will be effective if it is delivered to **you** at **your** address (including an electronic address) last known to **us**.

## Taxation Implications

There may be taxation implications relating to this insurance which affect **you**, depending upon **your** own circumstances. **We** recommend that **you** seek professional advice.

## Insurance Contracts Act 1984

This insurance is governed by and the insurer will act in accordance with the *Insurance Contracts Act 1984* (Cth) (as amended).

## Assignment

**You** cannot assign **your** interests under this **policy** to a third party without first obtaining the insurer's prior written consent.



# Definitions



School Fee Protect

Some key words and terms used have a special meaning. Wherever the following words and phrases appear in **bold** they will always have these meanings:

**Accident/accidental** means:

A sudden, unexpected and specific event which occurs at an identifiable time and place.

**Accidental death** means:

Death occurring as a result of a **bodily injury** within 12 months of the date of the **accident**.

**Aggregate limit of liability** means:

The maximum amount payable for all claims arising from **insured events** which occur during the **insurance period**. The aggregate limit of liability applies to *Cover Section 2 – Involuntary Unemployment*, as shown in **your policy schedule**.

**Benefit** means:

The monthly **school fee** due from a **fee paying person**.

**Bodily injury** means:

An identifiable physical injury resulting solely and directly from an **accident** and which independently of any other cause (except illness, disease or disorder directly resulting from, or medical or surgical treatment made necessary by, such injury) results in a **fee paying person's accidental death** or **permanent total disablement** within 12 months of the date of the **accident**.

**Child or children** means:

A **fee paying person's** or their **partner's** child or children, including step or legally adopted child/children or child/children for whom a **fee paying person** or his/her **partner** is the legal guardian, who is dependent upon the **fee paying person** and/or his/her **partner** for care and financial support.

**Claims handler** means:

Proclaim Management Solutions Pty Ltd.

**Doctor** means:

A legally registered medical practitioner who is not a **fee paying person**, their **partner** or their relatives.

**Fee paying person** means:

Any parent, guardian or **partner** who is responsible for paying the schools fees of a **child/children** who is/are enrolled in and attending **your** educational institution.

**Insurance period** means:

The period stated in the **policy schedule**.

**Insured event(s)** means:

One of the following events or situations that may give rise to a claim under this **policy**:

- + a **fee paying person's involuntary unemployment**;
- + a **fee paying person's accidental death**;
- + a **fee paying person's permanent total disablement**.

**Involuntary unemployment** means:

+ where a **fee paying person** was in **permanent paid employment** when he/she became **unemployed**, involuntary unemployment means the loss of the **fee paying person's** employment as a direct result of either:

- involuntary retrenchment by his/her employer; or
- dismissal by his/her employer, provided it was not for misconduct (misconduct means not following company rules or breaking the law).

+ where a **fee paying person** was **self-employed**

when he/she became **unemployed**, involuntary unemployment means the **fee paying person** has ceased trading because he/she could not find enough work to meet all of his/her day-to-day business and living expenses and has declared this to the Australian Taxation Office.

**Nuclear risks** means:

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Partner** means:

A **fee paying person's** legally married spouse or de facto partner who permanently lives with the **fee paying person** on a genuine domestic basis and has been for at least 90 consecutive days at the time of an **insured event**.

**Payment in lieu of notice** means:

- + any payment a **fee paying person** receives that relates to the notice period his/her employer should have given him/her under his/her contract of employment or letter of appointment; or
- + any part of a compensation payment for loss of employment (including any part of a payment under a settlement agreement) that is directly or indirectly related to the notice period a **fee paying person's** employer should have given him/her under his/her contract of employment or letter of appointment.

**Permanent paid employment** means:

Working for an employer for a minimum of 20 hours per week under an open-ended contract of employment with no specific termination date for wages or a salary. This does not include employment of a casual or seasonal nature.

**Permanent total disablement** means:

Loss of physical or mental ability which occurs as a result of **bodily injury** within 12 months of the date of the **accident**, to the extent that the **fee paying person** is unable to do the material and substantial duties of his/her occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of the **fee paying person's** occupation that cannot reasonably be omitted or modified. The **fee paying person's** occupation means his/her trade,

profession or type of work he/she does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **doctor** must reasonably expect that this disability will last throughout life with no prospect of material improvement, irrespective of when the **fee paying person** expects to retire.

**Policy** means:

**Your** insurance contract which consists of this Policy Wording and the **policy schedule** and any additional endorsements which **we** subsequently issue to **you**.

**Policy schedule** means:

The schedule attached to the **policy** or subsequently substituted schedule.

**Professional sports** means:

Any sport for which a **fee paying person** receives any fee, monetary reward or sponsorship as a result of their participation.

**School Fees** means:

The annual amount payable by a **fee paying person to you** for school tuition and/or boarding fees (if applicable) of his/her **child(ren)** as declared to **us**. This does not include any costs associated with co-curricular activities, extracurricular activities, text books, stationary, uniform, excursions, electronic devices or voluntary contributions.

**Self-employed** means:

A business owner, sole trader, **partner** or an employee of his/her own company or trust.

**Terrorism** means:

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Unemployed** means:

A **fee paying person** being without paid work through no fault of his/her own and actively seeking work.

**War** means:

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or

- + any act of **terrorism**; or
- + any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

**We/our/us** means:

360 School Fee Protect Pty Ltd **ABN 89 678 965 332**, an Authorised Representative (**AR 1311356**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270**, **AFSL 319 181**.

**You/your** means:

The education institution specified as the insured in the **policy schedule**.

# Cover Section 1 – Personal Accident

This policy provides cover if a **fee paying person**, or his/her representative, has contacted you to advise that the **fee paying person** has suffered **bodily injury** in an accident which has resulted in the **fee paying person's accidental death** or **permanent total disablement**, and as a consequence the **fee paying person** will be unable to pay school fees.

If a **fee paying person** suffers **bodily injury** in an accident during the **insurance period** which results in the **fee paying person's accidental death** or **permanent total disablement** within 12 months of the date of the **accident**, the insurer will pay **you** an amount equal to the annual **school fees** payable by the **fee paying person**.

The insurer will only pay one **benefit** under this section of cover per **fee paying person** during an **insurance period**.

Where there is more than one **fee paying person**, we will pay pro rata **school fee** based on each **fee paying person's** average gross monthly income calculated over the 12 month period immediately prior to the claim date.

**Benefit** will be paid to **you** monthly in arrears.

## What is not covered under Cover Section 1

1. No cover is provided under the **policy** unless **you** have been contacted by a **fee paying person**, or his/her representative, to advise that the **fee paying person** has suffered **bodily injury** in an **accident** which has resulted in the **fee paying person's accidental death** or **permanent total disablement**, and as a consequence the **fee paying person** will be unable to pay **school fees**.
2. No cover is provided under the **policy** for **insured events** which occur on or after the date a **fee paying person** reaches the age of seventy (70);
3. The insurer will not pay any claim:
  - a. which occurs as a result of a **fee paying person** participating in, or undertaking specific training for the purposes of participating in, **professional sports** of any kind;
  - b. which occurs as a result of any criminal or illegal act committed by a **fee paying person**;
  - c. where a **fee paying person** sustains **bodily injury** that is caused by or contributed to by deliberate self-inflicted injury, suicide or attempted suicide unless in an attempt to save a human life;
  - d. which occurs as a result of a **fee paying person** being under the influence of any substances, solvents or drugs, unless such substances, solvents or drugs have been prescribed by a **doctor** and the **fee paying person** was following the directions of the prescription;
  - e. which occurs as a result of a **fee paying person** driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit;
  - f. which arises directly or indirectly from:
    - + **war** or acts of **terrorism**;
    - + **nuclear risks**.

# Cover Section 2 – Involuntary Unemployment

This policy provides cover if a **fee paying person** has contacted you to advise that he/she has suffered **involuntary unemployment** and as a consequence will be unable to pay school fees.

If, during the **insurance period**, a **fee paying person** suffers **involuntary unemployment** for 30 consecutive days, the insurer will pay you 1/12th of the **school fees** payable by the **fee paying person**.

Thereafter, the insurer will pay you 1/12th of the **school fees** for each further 30 consecutive days during which a **fee paying person** remains **unemployed**. A pro rata amount will be paid to you where a **fee paying person** returns to work prior to completion of a 30 consecutive days period of **involuntary unemployment**.

The maximum period for which the insurer will pay **benefits** for any one claim is 12 months.

Where there is more than one **fee paying person**, we will pay pro rata **school fee** based on each **fee paying person's** average gross monthly income calculated over the 12 month period immediately prior to the claim date.

Please note that if a **fee paying person** is receiving a payment instead of completing a notice period, a claim cannot start until the end of the notice period that would otherwise apply. Otherwise the **benefit** will be payable from the date that a **fee paying person** becomes **unemployed** even if that date precedes contact with you but subject to a maximum of no more than 2 months prior to initial contact with you.

If the insurer has started paying the **benefit** under the **policy** and a **fee paying person** then returns to work for a period of less than 3 months in a row and you submit another claim in respect of the same **fee paying person**, the next claim will be treated as part of the original claim. **Benefit** will continue straight away, and any **benefit** already paid will count towards the maximum of 12 **benefit** payments for any one claim. If the **fee paying person** has returned to work for 3 months in a row or more, any future **involuntary unemployment** will be treated as a completely new claim.

**Benefit** will be paid to you monthly in arrears.

The insurer will pay a maximum of 120 months' **benefit** in total for all claims per **insurance period**. This is called the **aggregate limit of liability** and is confirmed in your **policy schedule**.

## What is not covered under Cover Section 2

No cover is provided under the **policy**:

1. unless you have been contacted by a **fee paying person** to advise that he/she has suffered **involuntary unemployment** and as a consequence will be unable to pay school fees;
2. in relation to **involuntary unemployment** of a **fee paying person** which lasts for less than 30 consecutive days;
3. for **involuntary unemployment** which occurs on or after the date a **fee paying person** reaches the age of seventy (70);
4. in respect of **fee paying persons** whose work is casual or seasonal;
5. in respect of **fee paying persons** whose work is on a contract basis which is for a specific term or for the completion of specific work;
6. in respect of **fee paying persons** who are doing an apprenticeship;
7. if the **fee paying person** suffered **involuntarily unemployment** before the commencement of your **insurance period**;
8. if the **fee paying person** voluntarily resigns or retires from their employment, or takes voluntary redundancy or abandons their employment;
9. for **involuntary unemployment** of a **fee paying person** which is due to the **fee paying person's** misconduct (misconduct means not following company rules or breaking the law), any criminal or illegal act committed by a **fee paying person** or if it is attributable to dishonesty or fraud;
10. for any period during which a **fee paying person** has received **payment in lieu of notice**, including any part of a payment under a settlement agreement as explained within the definition of **payment in lieu of notice** on page 9 of this document;
11. for any claim arising directly or indirectly from:
  - + war or acts of terrorism.
  - + nuclear risks.





# 360

School Fee Protect

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