

# Overseas Student Health Cover Rules

Effective 30 June 2026

## A. Introduction

### A.1 Rules Arrangement

These Overseas Student Health Cover Rules are the Rules under which we agree to provide you with Overseas Student Health Cover.

Certain words and expressions used in these Rules have particular meanings which, unless defined elsewhere, are defined in Rule B.

### A.2 Legislation

A.2.1 We conduct Health Insurance Business and Health Related Business under the *Private Health Insurance Act 2007* (Cth) (**PHI Act**). We provide Overseas Students with Overseas Student Health Cover under a Deed with the Commonwealth of Australia (ABN 83 605 426 759 as represented by the Department of Health and Aged Care (**Department**)) (**Deed**).

A.2.2 Nothing in these Rules will be inconsistent with the Deed, which will prevail to the extent of any inconsistency.

### A.3 No Discrimination

We will not Discriminate against you in relation to providing you with a Policy.

### A.4 Changes to these Rules

A.4.1 We will give or direct you to a copy of the Rules when you first obtain a Policy and otherwise on request.

A.4.2 We may, on giving you notice, change the Rules at any time, with such change taking effect from the time specified in the notice.

A.4.3 A change to the Rules may be a change to any or all of the Rules, Treatments Covered or Benefits payable in relation to a Policy.

A.4.4 We will give you reasonable prior notice of any change to the Rules that would be detrimental to an Adult Insured Person. Where there is more than one Adult Insured Person on the Policy, we may provide such notice to just one of those Adults, such as the Policy Holder.

A.4.5 A notice under this Rule may be given in a publication made general available to Policy Holders.

### A.5 Complaint Handling

A.5.1 If you have a complaint about your Policy you may contact our Customer Relations Manager by telephone or in writing. We will attempt to resolve your complaint after taking into account these Rules, applicable laws and the best interests of all Insured Persons. If you are unhappy with our proposed resolution you may contact the Ombudsman for assistance.

A.5.2 Notwithstanding the above, you may at any time contact the Ombudsman with a complaint about your Policy.

### A.6 Notices

A.6.1 You must notify us of any changes to your personal and contact details.

A.6.2 If we are required to send you a written notice by postal mail, we will send such notice to the address you most recently supplied to us (even if you have since left that address).

## B. Definitions

In these Rules, the following words have the definitions set out below:

With regard to a public hospital, an **admission to Hospital** or Hospital **admission** means where the treating medical officer has formally admitted you to the hospital in accordance with the applicable State or Territory rules for an admission, given the applicable clinical circumstances.

**Adult** means a person who is not a Dependant Child.

**Agreement Hospital** means a Hospital (including a registered day Hospital facility) with which we have a special agreement.

**Allied Health Practitioner** means a person who is registered with a National Registration and Accreditation Scheme implemented by the Australian Health Practitioner Regulation Agency (AHPRA), or equivalent.

**Allied Health Services** means services provided by an Allied Health Practitioner.

**Arrival in Australia** means the point in time that an Overseas Student or a Dependant is first in Australia, with the Overseas Student holding a valid Student Visa.

**Assisted Reproductive Services** has the same meaning and scope of cover as Schedule 5 of the Complying Product Rules.

**Australia** for the purposes of these Rules includes the six States, the Northern Territory (NT), the Australian Capital Territory (ACT), the Territory of Cocos (Keeling) Islands, the Territory of Christmas Island and, from 1 July 2016, Norfolk Island, but excludes other Australian external territories.

**Australian Resident** means a person who resides in Australia and who is any of the following:

- (a) an Australian citizen;
- (b) the holder of a valid permanent entry permit;
- (c) a New Zealand citizen who is lawfully present in Australia;
- (d) lawfully present in Australia and whose continued presence in

Australia is not subject to any limitation as to time imposed by law; or

- (e) the holder of a temporary entry permit and for whom the Australian Government believes special circumstances apply which relate to asylum seekers, refugees, relatives

**Benefit** means an amount of money payable by us for a Treatment Covered under a Policy.

**Bridging Visa** means a temporary visa granted under the *Migration Act 1958* (Cth).

**Bupa, we or us** means Bupa HI Pty Ltd (ABN 81 000 057 590).

**Business Associate** means business partner, co-owner, co-shareholder, joint venturer, co-employee, co-contractor or anyone else with a financial interest in the business or work of a person.

**Calendar Year** means the period from 1 January to 31 December.

**Claim** means a claim for Benefits.

**Commencement Date** means the later of the date of issue of your policy or the start date of your policy as indicated on your application form.

**Complying Product Rules** means the Private Health Insurance (Complying Product) Rules 2015 made in accordance with section 333-20 of the Act.

**Condition**, depending on the context, means an ailment, disease, illness, injury or other medical condition.

**A continuous period of hospitalisation** includes any two (2) periods between which there was no break of more than seven (7) days in the provision of Hospital Treatment. Such Hospital Treatment may have been provided in any Hospital.

**Cosmetic Surgery** means a surgical procedure concerned with altering the appearance of a bodily part or tissue that lies within the bounds of normal variation.

**Country of Origin** means a person's country of birth or to which they hold a passport, other than Australia.

A Policy **Covers** a Treatment if, under that Policy, we agree to pay Benefits for that Treatment. A "**level of Cover**" refers to the amount of Benefits we will pay.

**Department** means the Department of Health of the Australian Government.

**Dependant** means:

- (a) a Partner of the Policy Holder; and
- (b) any Dependant Children.

**Dependant Child** means a Dependant who is a child, adopted child or step-child of an Overseas Student or their Partner, where such child, adopted child or step-child is an eligible family member for the purposes of a Student Visa..

**DHA** means the Department of Home Affairs, formerly known as the Department of Immigration and Border Protection.

**Discriminate** and **Discriminatory** relate to:

- (a) the suffering by a person from a chronic disease, illness or other medical condition or from a disease, illness or medical condition of a particular kind; or
- (b) the gender, race, sexual orientation or religious belief of a person; or
- (c) the age of a person; or
- (d) where a person lives; or
- (e) any other characteristic of a person (including but not just matters such as occupation or leisure pursuits) that is likely to result in an increased need for Hospital Treatment or General Treatment; or
- (f) the frequency with which a person needs Hospital Treatment or General Treatment; or
- (g) the amount or extent of the Benefits to which a person

becomes entitled during a period under a Policy, as the case may be, except to the extent allowed by the written agreement, between the Department and us.

**Emergency Treatment** means:

- (a) for the purposes of paying ambulance Benefits, Treatment given because there is reason to believe that the patient's life may be in danger or the patient should be attended to without undue delay; and otherwise
- (b) Treatment of any of the following conditions:
  - i. a condition presenting the risk of serious morbidity or mortality and requiring urgent assessment and resuscitation;
  - ii. suspected acute organ or system failure;
  - iii. an illness or injury where the viability of function of a body part or organ is acutely threatened;
  - iv. a drug overdose, toxic substance or toxin effect;
  - v. psychiatric disturbance whereby the health of the patient or other people is at immediate risk;
  - vi. severe pain where the viability or function of a body part or organ is suspected to be acutely threatened;
  - vii. acute significant haemorrhaging which requires urgent assessment and Treatment; or
  - viii. a condition that requires immediate Hospital admission to avoid imminent morbidity or mortality

in Australia which is confirmed by a Medical Practitioner appointed by the Insurer to be the case, having due regard to, and considering, any information that is provided by the treating Medical Practitioner of the relevant person at the time.

**General Treatment** has the meaning given in section 121.10 of the PHI Act and, subject to that definition, means Treatment other than Hospital Treatment that is intended to manage or prevent a condition.

**Health Care Provider** means a provider of Treatment, including someone who manufactures or supplies goods as part of such Treatment.

**Health Insurance Business** has the meaning set out in Division 121 of the PHI Act.

**Health Related Business** has the meaning set out in section 131-15 of the PHI Act.

**Hospital** has the meaning set out in subsection 121-5(5) of the PHI Act.

**Hospital-Substitute Treatment** has the meaning given in section 69-10 of the PHI Act and, subject to that definition, means General Treatment that:

- (a) substitutes for an episode of Hospital Treatment; and
- (b) is any of, or any combination of, nursing, medical, surgical, podiatric surgical, diagnostic, therapeutic, prosthetic, pharmacological, pathology or other services or goods intended to manage a condition; and
- (c) is not excluded by the Private Health Insurance (Complying Product) Rules.

**Hospital Treatment** has the meaning given in section 121-5 of the PHI Act and, subject to that definition, is Treatment that is provided at or with the direct involvement of the Hospital and is:

- (a) intended to manage a condition; and
- (b) provided by a person who is authorised by the Hospital to provide that Treatment or provided under the management or control of such a person.

**In-patient** means a person admitted at a Hospital.

**In-patient Medical Benefits** means benefits payable with respect to medical costs incurred during admission to Hospital.

**Insured Person** means a person insured under a Policy and, depending on the context, means any or all of the Policy Holder, the Policy Holder's Partner and/or their Dependant.

**Insurer** means a provider of health insurance to Overseas Students.

**Life Altering Illness/Injury** means an illness considered to be a serious medical condition leading to a reduction in life expectancy to less than 12 months, a requirement for ongoing care support or continuous inpatient hospitalisation, or any other deficit or health care need as assessed by a Medical Practitioner appointed by Bupa as warranting support for repatriation.

**Medical Practitioner** means a person registered or licensed as a medical practitioner under a law of a State or Territory. This does not include anyone whose registration or licence to practise has been suspended or cancelled following an inquiry relating to his or her conduct and whose registration or licence has not been reinstated.

**Medicare** means Australia's public health system available to eligible persons such as Australian Residents.

**Medicare Benefit** means a Medicare benefit under Part II of the *Health Insurance Act 1973* (Cth).

**Medicare Benefit Schedule (MBS)** means the schedule of items for which Medicare Benefits are payable.

**Medical Treatment** means Treatment provided by a Medical Practitioner.

**MBS Fee** means the fee specified for a given item in the MBS.

**Minimum Benefits** means the benefit amount equivalent to the amount that the Insurer would have to pay in accordance with the PHI Act.

**Minister** means the Australian Government minister or his or her delegate with the powers vested in the minister by the PHI Act.

**Mortal Remains** means the body of the deceased person for the purposes of Repatriation benefits. Does not include cremation or ashes of a deceased person.

**New Policy** means a new Policy with Bupa.

**Nursing Home Type Patient** means a patient who receives Hospital Treatment whether in the form of:

- (a) acute care; or
- (b) accommodation and nursing care, as an end in itself; or
- (c) a mixture of both,

for a continuous period of hospitalisation exceeding 35 days (**35-day period**). A patient receiving acute care immediately after the 35-day period does not, however, become a Nursing Home Type Patient unless the period of acute care ends and the patient is then provided with accommodation and nursing care, as an end in itself, as part of a continuous period of hospitalisation.

**Nursing Home Type Patient Benefit** means a default benefit declared by the relevant Minister for Nursing Home Type Patients who are Overseas Students, from time to time.

**Old Policy** means either a previous Policy with either Bupa or another Insurer.

**Ombudsman** means the Private Health Insurance Ombudsman appointed under Part IID of the Ombudsman Act or equivalent.

**Ombudsman Act** means the *Ombudsman Act 1976* (Cth).

**Out-patient** means a person who is not admitted to Hospital.

**Out-patient Medical Costs** means fees charged for medical treatment provided to you as an Out-patient in a hospital out-patient clinic or by a doctor or specialist in private practice anywhere in Australia (including general practitioners (GPs) and includes most diagnostic tests recognised by Medicare (e.g. pathology and radiology).

**Out-of-pocket Expenses** means costs in excess of the relevant benefit payable under your Cover for a relevant service. You are liable for expenses not

covered for a treatment or service or when a minimum or set benefit applies under your Cover

**Overseas Student** has the same meaning as given to it in rule 18 of the Health Insurance Business Rules.

**Partner** means a person of either sex with whom the Policy Holder lives in a bona fide domestic relationship and includes a person to whom the Policy Holder is legally married.

**Pharmaceutical Benefits Schedule (PBS)** means the pharmaceutical items prescribed in the National Health Act 1953 (Cth) and the National Health (Listing of Pharmaceutical Benefits) Instrument 2012 (Cth).

**Pharmaceutical Benefits Schedule (PBS) co-payment fee** means the fee set by the Australian Government which you may pay in order to obtain benefits for a PBS item under your Cover.

**PHI Act** means the *Private Health Insurance Act 2007* (Cth).

**PHI Prostheses Rules** means the Private Health Insurance (Prostheses) Rules (No. 1) 2022 made in accordance with section 333-20 of the Act.

**PHI Supervision Act** means the *Private Health Insurance (Prudential Supervision) Act 2015* (Cth).

**Policy** means an overseas student health cover policy.

**Policy Holder** means an Overseas Student who is the holder of a Policy.

**Pre-existing Condition** has the same meaning as given to it by section 75-15(1) and (2) of the Act.

**Premium** means the fee for the Product.

**Pregnancy-related services** means: Pregnancy related condition out of hospital services' meaning Medicare Benefits Schedule services and Pharmaceutical Benefits Schedule items for the investigation and treatment of conditions associated with pregnancy and childbirth, and the investigation and treatment of a miscarriage or for termination of pregnancy and Pregnancy related condition hospital treatment' meaning

the 'Pregnancy and birth' clinical category and 'Miscarriage and termination of pregnancy' clinical category, as defined in the Complying Product Rules.

**Privacy Policy** means our privacy policy (also known as our Information Handling Policy) available on our website at <http://www.bupa.com.au> or on request.

**Private Health Insurer** means a body that is registered under Division 3 of Part 2 of the PHI Supervision Act.

**Private Practice** means a health care practice operating on an independent and self-supporting basis either as a sole trader, partnership or group practice but not under an agreement with, or the subsidy by, another party for the provision of accommodation, facilities or other services or practitioners. The provision of Treatment at a public Hospital or any other type of publicly funded facility is not Treatment provided in Private Practice.

**Private Room** means, for the purposes of a single or private room in a public hospital, a room in a hospital which:

- (a) is purpose built and suitable for no-one other than a single admitted adult patient;
- (b) holds one single sized bed; and
- (c) has a dedicated ensuite.

A **Product** comprises all the Policies that:

- (d) Cover the same Treatments;
- (e) provide Benefits worked out in the same way; and
- (f) have the same Product Rules.

**Product Rules** means the rules applying to a Product which must not be inconsistent with these Rules.

**Product Schedule** means the Product Schedule to these Rules, applying from time to time.

**Product Specification** means a Product Specification contained in the Product Schedule.

**Prostheses List** means the list of prostheses contained in the PHI Prostheses Rules.

**Provider** means a Recognised Practitioner, Medical

Practitioner or Hospital as the case may be.

**Recognised Practitioner** means a health care practitioner other than a Medical Practitioner in respect of whom we will pay Benefits for Treatment rendered by that practitioner. We have sole and absolute discretion in determining if someone becomes or remains a Recognised Practitioner and for which of their Treatments we will pay Benefits.

**Restricted Cover** means Cover where we pay only Minimum Benefits for the relevant types of Treatment.

**Restricted Cover Period (RCP)** is a fixed period of time during which we will pay only Minimum Benefits for eligible Claims in relation to the relevant Treatment. Minimum Benefits apply when you acquire or transfer to a New Policy.

**Rules** means the rules devised by the Insurer which set out its requirements in relation to the provision of an OSHC Product that an Overseas Student, their Partner and/or their Dependant must comply with.

**State or Territory** means a State or Territory of Australia.

**State of Residence** means the State or Territory in which the Policy Holder resides for the longest period, either continuously or in broken periods, during any twelve-month period.

**Student Visa** means a visa entitling a person to reside in Australia for the purposes of studying, as permitted by Australian law.

**Terminally Ill** means, someone with a life expectancy of less than 6 months as diagnosed by a Medical Practitioner and determined by a Medical Practitioner appointed by Bupa, after consideration of any relevant clinical information.

**TGA** means the Therapeutic Goods Administration, an authority that is part of the Department.

**TGA Approved** means an item that has been registered on the Australian

Register of Therapeutic Goods.

**Treatment** refers to health or medical treatment to manage, prevent or alleviate a condition, disease or injury and means the provision of either or both of a good or service.

**You, you** and **your** refers, depending on the context, to the Policy Holder or an Insured Person or both.

**Waiting Period** means the time when you are not covered for a particular service.

## C. General conditions

### C.1 Policy Holders

- C.1.1 A person who is aged 6 years or older may apply to become a Policy Holder.
- C.1.2 A Policy Holder, one other Adult and one or more Dependants may become Insured Persons on a Policy.
- C.1.3 Subject to Rule C1.4 only the Policy Holder may do any of the following in relation to a Policy:
- (a) change any details;
  - (b) change the level of Cover(s);
  - (c) add or remove an Insured Person;
  - (d) receive a Benefit; and
  - (e) terminate the Policy.
- C.1.4 A Policy Holder may, in writing or by any other means we approve, request that another person be treated as authorised to operate the Policy as if that person is the Policy Holder. The Policy Holder may withdraw this authority at any time by written notice to Bupa.
- C.1.5 The Policy Holder is responsible for paying Premiums.
- C.1.6 A Policy Holder may purchase a Policy consisting of either:
- (a) Cover for Hospital Treatment; or
  - (b) Cover for both Hospital Treatment and General Treatment.

- C.1.7 A Policy Holder may not acquire or have more than one of our Products at the same time.

### C.2 Eligibility for Membership

- C.2.1 You are only eligible to be Covered under a Policy with us only if you are:
- (a) not already Covered by an equivalent or corresponding Policy with another Insurer;
  - (b) a natural person who is currently and legally visiting Australia;
  - (c) not an Australian permanent resident with full access to Medicare; and
  - (d) required to hold Overseas Student Health Cover to meet Student Visa requirements.
- C.2.2 A grant of permanent residency of Australia will be taken to be effective from the date of the official advice notifying you of such grant.

### C.3 Dependants

Despite Rule C2.1, Bupa may, in its sole discretion, allow a Dependant Child to be joined on a Policy Holder's Policy where the Dependant Child is already Covered under another Policy (with Bupa or another Insurer) provided the Policy Holder is the parent or legal custodian of the Dependant Child. Any Benefits paid under the other Policy for such Dependant Child will be taken into account in calculating any Benefit limits on the Policy Holder's level of Cover.

### C.4 Membership Applications

- C.4.1 When applying for a Policy, the Policy Holder must provide us with all relevant

information we require regarding each Insured Person to be Covered including the following:

- (a) proof of identity;
- (b) proof of age, such as original birth certificate, current driver's licence or current passport. We may accept other forms of proof of age at our discretion;
- (c) details of any actual or potential claims against any third party regarding any illness, ailment or injury.

C.4.2 The Policy Holder must advise us as soon as possible about a change in any of the above information.

C.4.3 We must not refuse to insure you:

- (a) for any Discriminatory reasons; or
- (b) if you meet the eligibility requirements and otherwise comply with these Rules.

C.4.4 By accepting a Policy you consent to us collecting, using and disclosing your personal and health information and the personal and health information of all Insured Persons Covered under the Policy according to our Privacy Policy. Unless otherwise specified in the Privacy Policy, you agree that:

- (a) we will only collect personal and health information about you that is necessary for the purposes of providing the appropriate Cover and verifying that it has been provided according to law. This may include health information collected from Health Care Providers;
- (b) we may need to disclose your personal and health information to other parties, such as Health Care Providers and associations, business partners, government authorities, other health funds or other industry bodies. Bupa may also use information for internal purposes, such as staff training, Claims auditing and compliance monitoring;

(c) the Policy Holder is responsible for ensuring every Insured Person is aware that we may collect, use and disclose their personal and health information for the purposes of providing Cover and verifying that appropriate Benefits are paid;

(d) an Insured Person who is aged 18 and over must complete a confidentiality form made available by Bupa indicating their preferences regarding who should receive information about their Claims. If not completed, all Claim information will be sent to the individual to whom it relates. All cheques and non-cash payments will be sent to the Policy Holder;

(e) you may request reasonable access to your personal and health information in our possession and we may charge an administration fee for providing such access;

(f) if you do not consent to how we collect, use or disclose your personal and health information, we may not be able to provide you with Cover; and

(g) we may contact you about new Bupa products or services or special offers (including by telephone, email or SMS when these details are provided to us) for an indefinite period after you join a Policy. If you do not wish to receive information about new products or services or special offers you may opt out at any time by calling us.

## C.5 Duration of Membership

Your Policy:

- (a) commences on the Commencement Date or the date you arrive in Australia, whichever is the later; or an agreed later date, provided all required Premiums have been paid and enrolment procedures completed to our satisfaction; and
- (b) continues for the duration of your Student Visa, unless the Policy is cancelled under Rule C7 or terminated under Rule C8.

## **C.6 Transfers and Waiting Periods**

- C.6.1 If you change to a new level of Cover with us, Waiting Periods will apply to any Treatments not Covered on the previous level of Cover.
- C.6.2 If you transfer from an Old Policy to a New Policy, Waiting Periods will apply to Treatment not Covered under the Old Policy.
- C.6.3 If the Treatment was Covered under the Old Policy – the balance of any unexpired Waiting Period for that Treatment under the Old Policy will apply.
- C.6.4 If, for a given Treatment, the Old Policy had a higher Excess or higher co-payment than the New Policy, any period during which the higher Excess or higher co-payment applied under the Old Policy will continue to apply under the New Policy but will be no longer than the Waiting Period allowed under these Rules.
- C.6.5 A Restricted Cover Period may apply when you acquire a New Policy.
- C.6.6 See Rule F for details about Waiting Periods and Restricted Cover Periods.
- C.6.7 Where limits to Benefits apply, we may, in determining the Benefits payable under the New Policy, take into account any Benefits paid under the Old Policy.

C.6.8 For the purposes of these Rules, you transfer from an Old Policy to a New Policy where:

- (a) you were Covered under the Old Policy at the time you became Covered under the New Policy; or
- (b) you ceased to be Covered under the Old Policy for no more than seven (7) days, or a longer number of days allowed by us, before becoming insured under the New Policy; and
- (c) your Premium payments under the Old Policy were up to date at the time you became Covered under the New Policy.

## **C.7 Cancellation and Refunds**

- C.7.1 We will refund any applicable Premiums (in accordance with the Deed) after receiving the refund application where the Policy Holder provides evidence to our reasonable satisfaction that one of these grounds apply:
  - (a) The Policy Holder has cancelled their Policy because he or she has not come to Australia to take up their studies in which case we will refund the full amount of the Premium paid;
  - (b) The Policy Holder has cancelled their Policy because he or she has paid the Premium based on an extended stay but the DHA has not granted an extension of authorised stay, in which case the Policy may be cancelled and Premiums refunded in respect of that (non-authorised) extension;
  - (c) The Policy Holder has cancelled their Policy because he or she is obliged to cease studies and leave Australia before the end of a

period of approved stay for reasons beyond his or her control, in which case we will refund an amount in respect of the balance of Cover for which Premiums have been paid;

- (d) The Policy Holder has cancelled their Policy because he or she has been granted permanent residence in Australia, or an Australian visa (other than a Student Visa), in which case we will refund an amount in respect of the balance of Cover for which Premiums have been paid from the date that permanent residence or other visa was granted;
  - (e) The Policy Holder has cancelled their Policy because he or she was not resident in Australia for a continuous period of 3 months or more whilst holding a valid Student Visa;
  - (f) The Policy Holder has cancelled their Policy because he or she had Cover with another Insurer during the period Covered by us;
  - (g) The Policy Holder has cancelled their Policy because he or she has failed to arrive in Australia due to a delay, but eventually arrive in Australia;
  - (h) The Policy Holder has cancelled their Policy because he or she has paid the premium on the basis a Student Visa will be granted by Home Affairs but is refused entry;
  - (i) The Policy Holder has cancelled their Policy because he or she has his or her period of OSHC adjusted beyond the dates required for the Overseas Student's Student Visa, due to administrative changes.
- C.7.2 We may provide to the DHA the name and contact details of a Policy Holder to

whom we have refunded Premiums and who has cancelled his or her Policy.

## **C.8 Termination of Membership**

- C.8.1 We may only refund Premiums in the circumstances outlined in clause C7.1.
- C.8.2 If required by law, we will give you a transfer certificate within 14 days of you ceasing to be Covered under a Policy with us (and you don't become Covered under another Bupa Policy).

## **D. Premiums**

### **D.1 Premium Payments**

- D.1.1 The Premiums for your Product are determined by us annually or as otherwise permitted under the Deed.
- D.1.2 A Premium is paid once we receive it from you.

### **D.2 Premium Rate Changes**

Subject to these Rules and the Deed, we may adjust the Premiums for your Product. Any such change will not affect your Premiums to the extent you have already paid for your Cover.

## **E. Benefits**

### **E.1 General conditions**

- E.1.1 The Rules applying at the time you receive a Treatment will determine if you are eligible for a Benefit and the amount of that Benefit.
- E.1.2 We may recover from you, or from a Provider whom we have paid a Benefit on your behalf, any Benefit we pay as a result of:
  - (a) an error, as long as we notify you of the erroneous payment within 2 years of that payment;
  - (b) incorrect information supplied on your application form, Claim

form, CPOS claim form or any other official Bupa form;

- (c) incorrect information supplied or claimed by a Provider;
  - (d) the provision of clinically unnecessary or excessive Treatment; or
  - (e) incorrect information regarding a Claim that is identified in an audit.
- E.1.3 We may offset any amounts recoverable under these Rules against any Benefits that we would otherwise pay.
- E.1.4 We will not be liable for any losses, costs, damages, suits or actions arising as a result of or in any way related to Treatment you receive.
- E.1.5 We will not pay Benefits:
- (a) in excess of the charge for the relevant Treatment;
  - (b) for the same Treatment Claimed under more than one Policy;
  - (c) where the Product Rules determine no payment is payable;
  - (d) for Treatment that, in the reasonable opinion of a clinical advisor appointed by us, is clinically unnecessary or excessive;
  - (e) Treatment of an experimental nature; or
  - (f) for any Treatment given to you at a time when you do not hold an appropriate visa permitting you to enter or to remain in Australia.

E.1.6 Benefits will be determined based on the

State of Residence of the Insured Person who received the Treatment.

## **E.2 Hospital and General Treatment**

E.2.1. Subject to these Rules, we will pay Benefits for the following types of Treatment. The amount of a given Benefit will be equivalent to at least the rate (if any) set out below:

- (a) "out-of-hospital" medical services (medical services provided when you are not admitted to Hospital) – the benefit amount as listed in the MBS;
- (b) "in-hospital" medical services (medical services provided when you are admitted to Hospital) – 100% of the MBS Fee;
- (c) services in a public Hospital constituting:
  - i. services provided when admitted in shared ward accommodation; or
  - ii. same day services; or
  - iii. accident and emergency services; or
  - iv. outpatient medical and post-operative services:the rate determined by State and Territory health authorities for services charged to a patient who is not an Australian resident;
- (d) surgically implanted prostheses – the rate for "no gap prostheses" and "gap permitted prostheses" as listed in the PHI Prostheses Rules;
- (e) services provided when admitted to a private Hospital or registered day Hospital facility – 100% of the charges for all insurable costs raised by an Agreement Hospital with a minimum of shared ward accommodation;
- (f) pharmaceutical items prescribed by a Medical Practitioner and dispensed by a registered Recognised Practitioner where the

expense exceeds the equivalent of the current PBS patient contribution for general beneficiaries – up to \$50 per pharmaceutical item, with a maximum benefit of \$300 per calendar year per single membership and \$600 per family membership; and

- (g) ambulance services provided by or under an arrangement with an approved ambulance service when medically necessary for admission to Hospital or for Emergency Treatment – 100% of the charge for transport.

E.2.2 If available under your Policy, we will only pay Benefits for a private room in a public Hospital where such room meets the definition of “Private Room” set out in Rule B.

For the avoidance of doubt, Bupa will not pay Benefits for Treatment provided by someone who was not a Recognised Practitioner at the time that person provided the Treatment. Bupa has sole and absolute discretion in determining if someone becomes or remains a Recognised Practitioner and for which of their Treatments we will pay Benefits. Bupa may choose to “de-recognise” someone from being a Recognised Practitioner for reasons including, but not limited to, where they no longer meet Bupa’s recognition criteria or the agreement governing the relationship between Bupa and that person comes to an end.

### E.3 Benefits Not Payable

No Benefits are payable for:

- (a) Treatment rendered as part of an assisted reproductive program including but not limited to in-vitro fertilisation;
- (b) Treatment rendered outside

Australia, whether or not in connection with a course of study and including Treatment necessary en route to or from Australia;

- (c) Treatment arranged in advance of the Policy Holder’s or a Dependant of the Policy Holder’s Arrival in Australia;
- (d) transportation of a Policy Holder or a Dependant of the Policy Holder into or out of Australia in any circumstance;
- (e) treatment which is covered by compensation or damages, entitlements or payments of any kind;
- (f) elective Cosmetic Surgery; or
- (g) Treatment rendered during a Waiting Period as detailed in Rule F.

## F. Limitation of Benefits

### F.1 Waiting Periods

- F.1.1 Subject to Rule C6 or as otherwise stated in these Rules, Waiting Periods commence from the latter of the date that you enter Australia or the Commencement Date.
- F.1.2 We will not pay Benefits for certain types of Treatment provided during a Waiting Period. The Waiting Periods apply to the specified types of Treatment are specified in the relevant Product Schedule.

### F.2 How Waiting Periods Work

- F.2.1 Subject to Rule F1, this Rule F2 sets out how we may apply Waiting Periods.
- F.2.2 Where you transfer to a New Policy from an Old Policy, we may require you to serve a Waiting Period where:
  - (a) the New Policy includes Cover for a Treatment that was not Covered under the Old Policy; or
  - (b) for a certain type of Treatment Covered under both Policies, the

- New Policy pays a higher Benefit than was payable under the Old Policy. In this case we will pay the Benefit payable under the Old Policy during the Waiting Period.
- F.2.3 Where you cease to be Covered as a Dependant under a Bupa Policy and, within 60 days, become the Policy Holder of a New Policy:
- (a) if the New Policy pays the same or a lower Benefit for a Treatment than under the Old Policy, you will be deemed to have served the same Waiting Periods as under the Old Policy; but
- (b) if the New Policy pays a higher Benefit than was payable under the Old Policy, we will pay the Benefit payable under the Old Policy during the Waiting Period.
- F.2.4 If you add a new Dependant to your Policy (other than a newborn), the new Dependant must serve any Waiting Periods and Restricted Cover Periods that apply under the Policy.
- F.2.5 If you add a newborn Dependant to a family or sole parent Policy:
- (a) where the Policy Holder held the Policy before the birth of the newborn, the newborn will not be required to serve Waiting Periods or Restricted Cover Periods;
- (b) where the Policy Holder did not hold the Policy before the birth of the newborn, the newborn will not be required to serve Waiting Periods or Restricted Cover Periods as long as the newborn is

added within two (2) months of birth.

- F.2.6 A Dependant who re-joins a Policy where one of the Dependant's parents is the Policy Holder will be deemed to have served the same Waiting Periods or Restricted Cover Periods as the Policy Holder.

### **F.3 Restricted Cover Periods.**

- F.3.1 Subject to these Rules, a Restricted Cover Period may apply to specific types of Treatment.

## **G. CLAIMS**

### **G.1 General**

- G.1.1 You must submit Claims within two (2) years of the date of Treatment, otherwise Benefits may not be payable.
- G.1.2 Claims for Benefits must be;
- (a) made in a manner we approve; and
- (b) supported by accounts and/or receipts on the Health Care Provider's letterhead or showing the Health Care Provider's official stamp, showing the following information:
- i. the Health Care Provider's name, number and address;
  - ii. the Insured Person's full name and address;
  - iii. the date and description of service;
  - iv. the amount(s) charged; and
  - v. any other information that we may reasonably request.
- G.1.3 You consent to us accessing, reviewing and discussing a Provider's clinical and payment records about you, in order to verify that we have correctly paid a Benefit.

# PRODUCTS SCHEDULE

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## PART 1 – OVERVIEW OF ALL OVERSEAS STUDENT HEALTH COVER PRODUCTS

### 1. List of Overseas Student Health Cover Products

The following products are Overseas Student Health Cover products:

Overseas Student Health Cover
Advantage Overseas Student Health Cover
Success Overseas Student Health Cover

### 2. Benefits

#### 2.1 Hospital Treatments and Medical Benefits

The following Hospital and Medical Benefits apply in accordance with the relevant Product Specification.

<b>HOSPITAL BENEFITS</b>	
<b>Covered Item</b>	<b>Description</b>
<b>Accommodation fees</b>	Hospital accommodation, including overnight or same-day hospital stays  Shared room or private room where available
<b>Operating theatre, labour ward and critical care fees</b>	Operating theatre, labour ward, and intensive care fees
<b>Emergency department fees</b>	Fees charged by a private or public hospital emergency department for attending the facility including administration fees.
<b>In-patient allied health services</b>	Services provided by an Allied Health Practitioner during hospital admission.
<b>In-patient supplied pharmaceuticals</b>	Medicines listed on the PBS Schedule and provided as part of an inpatient treatment.
<b>Prostheses</b>	Benefits for surgically implanted prostheses on Prostheses List.
<b>IN-PATIENT MEDICAL BENEFITS</b>	
<b>In-patient Medical Expenses</b>	Services provided by doctors, surgeons, anaesthetists, pathologists and radiologists in hospital.

<b>In-patient diagnostic tests</b>	Pathology and radiology tests where recognised by Medicare
<b>OUT-PATIENT MEDICAL BENEFITS</b>	
<b>Medical services in private clinics and by providers</b>	Treatment provided by doctors and specialists in private clinics, including services provided by: doctors, medical specialists, medical imaging providers and pathology providers.
<b>Hospital Out-patient medical treatment</b>	Treatment provided at a public hospital out-patient clinic, including Accident and Emergency, when the Insured is not an admitted patient.
<b>Pharmaceuticals and medicines</b>	Selected pharmacy items prescribed by a doctor or specialist which are TGA approved for the condition for which the item is being claimed, or as otherwise approved for use by Bupa.
<b>Psychology, Counselling and Online-Cognitive Behavioural Therapy (CBT)</b>	Psychology, counselling and online-CBT benefits provided by a Bupa recognised provider.
<b>EMERGENCY AMBULANCE COVER AND OTHER BENEFITS</b>	
<b>Emergency Ambulance cover</b>	Emergency transportation or on-the-spot treatment provided by a Bupa recognised ambulance provider.
<b>Repatriation benefits</b>	<p>Repatriation to the Insured's country of origin if the Insured becomes Terminally Ill or suffers a substantial Life Altering Illness/Injury or for the return of Mortal Remains. Benefits are only payable once approved by Bupa. No repatriation benefits will be paid if, within six months prior to the date this policy commenced, the Insured was:</p> <ul style="list-style-type: none"> <li>- first diagnosed as Terminally Ill; or,</li> <li>- a reasonable person would have first become aware of the Terminal Illness; or</li> <li>- if the insured suffered a substantial Life Altering Illness /Injury</li> </ul>

## 2.2 General Treatment

General Treatment Benefits are covered under an Overseas Student Health Cover product only if listed in the relevant Product Specification.

## PART 2 – PRODUCT SPECIFICATION

### Product 1 – Overseas Student Health Cover

#### 1.1 Eligibility

On sale

#### 1.2 Hospital Treatments and Medical Benefits

##### 1.2.1 Benefit Limit

Covered Item	Benefit Limit
<b>HOSPITAL COSTS</b> – When admitted to a Members First or Network private hospital or to a public hospital in Australia, in most cases you will be covered for in-hospital charges including:	
<b>Accommodation fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies.
<b>Operating theatre, labour wards and critical care fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies
<b>Emergency department fees</b>	Covered in full
<b>In-patient allied health services</b>	Covered in full, except for services where an exclusion applies
<b>In-patient supplied pharmaceuticals</b>	Covered in full except for services where an exclusion applies and as otherwise stated below:  <b>Note: Other medicines (including high cost drugs)</b> may not be covered or only partially covered.  <b>Cost of pharmaceuticals supplied upon discharge</b> from hospital will not be covered under In-patient supplied pharmaceutical. In some circumstances, discharge medication may be covered under Out-patient Medical Benefit.
<b>Prostheses</b>	Covered up to the relevant amount on the Prostheses List except for services where an exclusion applies. If the charge is greater than the minimum prostheses benefit, the Insured will have to pay the difference between the minimum benefit and the charge incurred.
<b>IN-PATIENT MEDICAL BENEFITS</b>	
<b>In-patient medical expenses</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>In-patient diagnostic tests</b>	Covered in full when performed by contracted providers.  Tests by non-contracted providers at 100% of MBS fees.
<b>OUT-PATIENT MEDICAL BENEFITS</b>	
<b>Medical services in private clinics and by providers</b>	Up to 100% of MBS fee, except for services where an exclusion applies

<b>Hospital out-patient medical treatment</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>Pharmaceuticals and medicines</b>	Selected pharmacy items including discharge medication. You receive up to \$50 per script item, up to a maximum of \$500 per person ( \$1000 per family) per calendar year, after you pay the PBS patient co-payment fee. This is provided the item's usage is approved by the TGA, or as otherwise approved for use by Bupa.
<b>Psychology, Counselling and Online-CBT</b>	Not covered under this product.
<b>EMERGENCY AMBULANCE COVER AND OTHER BENEFITS</b>	
<b>Emergency Ambulance cover</b>	Unlimited for emergency transportation
<b>Repatriation benefits</b>	Not covered under this product.

### 1.2.2 Excess

Nil

### 1.2.3 Restricted Cover

In accordance with F.4 of these Overseas Student Health Cover Rules, Restricted Cover applies for the duration of this cover for the following services:

- Podiatric surgery (provided by an accredited podiatric surgeon)

**Please Note** – Restricted Cover does not apply when admitted to a Public Hospital.

### 1.2.4 Exclusions

In addition to Rule E.4 of the Overseas Student Health Cover Rules, the following services are not covered under this product:

- Assisted reproductive services
- Elective cosmetic surgery.

### 1.2.5 Waiting periods

In accordance with Rules F.1 and F.2, the following Waiting Periods apply:

Pre-existing conditions, ailments, or illnesses of a psychiatric nature	2 months
All other pre-existing conditions, ailments, or illnesses	12 months
For Pregnancy and birth on policies with a duration of less than 24 months	12 months
For Pregnancy-related services (falling under Pregnancy and birth, Miscarriage and termination of pregnancy and Outpatient pregnancy services) on policies with a duration of 24 months or more	No waiting period

Subject to the above, no Waiting Periods apply for conditions, ailments or illnesses that are not Pre-Existing Conditions.

Waiting periods also do not apply when treatment is required as a result of an accident sustained after joining or treatment which is defined as Emergency Treatment.

### 1.3 General Treatment Benefits

Not covered under this Product.

## Product 3 – Success Overseas Student Health Cover

### 2.1 Eligibility

On sale

### 2.2 Hospital Treatments and Medical Benefits

#### 2.2.1 Benefit Limit

Covered Item	Benefit Limit
<b>HOSPITAL COSTS</b> – When admitted to a Members First or Network private hospital or to a public hospital in Australia, in most cases you will be covered for in-hospital charges including:	
<b>Accommodation fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies.
<b>Operating theatre, labour wards and critical care fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies
<b>Emergency department fees</b>	Covered in full
<b>In-patient allied health services</b>	Covered in full, except for services where an exclusion applies
<b>In-patient supplied pharmaceuticals</b>	Covered in full except for services where an exclusion applies and as otherwise stated below:  <b>Note: Other medicines (including high cost drugs)</b> may not be covered or only partially covered.  <b>Cost of pharmaceuticals supplied upon discharge</b> from hospital will not be covered under In-patient supplied pharmaceutical. In some circumstances, discharge medication may be covered under Out-patient Medical Benefit.
<b>Prostheses</b>	Covered up to the relevant amount on the Prostheses List except for services where an exclusion applies. If the charge is greater than the minimum prostheses benefit, the Insured will have to pay the difference between the minimum benefit and the charge incurred.
<b>IN-PATIENT MEDICAL BENEFITS</b>	
<b>In-patient medical expenses</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>In-patient diagnostic tests</b>	Covered in full when performed by contracted providers.  Tests by non-contracted providers at 100% of MBS fees.
<b>OUT-PATIENT MEDICAL BENEFITS</b>	
<b>Medical services in private clinics and by providers</b>	Up to 100% of MBS fee, except for services where an exclusion applies

<b>Hospital out-patient medical treatment</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>Pharmaceuticals and medicines</b>	Selected pharmacy items including discharge medication. You receive up to \$60 per script item, up to a maximum of \$600 per person (\$1,200 per family) per calendar year, after you pay the PBS patient co-payment fee. This is provided the item's usage is approved by the TGA, or as otherwise approved for use by Bupa.
<b>Psychology, Counselling and Online-CBT</b>	You'll receive up to \$75 per consultation for psychology, up to \$40 per consultation for counselling and accredited mental health social worker and access to online-CBT courses. There is an overall maximum limit for mental health of \$150 per person, per calendar year.
<b>EMERGENCY AMBULANCE COVER AND OTHER BENEFITS</b>	
<b>Emergency Ambulance cover</b>	Unlimited for emergency transportation
<b>Repatriation benefits</b>	Up to \$100,000 if the Insured becomes Terminally Ill or suffers a Life Altering Illness/Injury. Up to \$10,000 for the return of Mortal Remains.

### 2.2.2 Excess

Nil

### 2.2.3 Restricted Cover

In accordance with F.4 of this Overseas Student Rule, Restricted Cover applies for the duration of this cover for the following services:

- Podiatric surgery (provided by an accredited podiatric surgeon)

**Please Note** – Restricted Cover does not apply when admitted to a Public Hospital.

### 2.2.4 Exclusions

In addition to Rule E.4 of the Overseas Student Health Cover Rules, the following services are not covered under this product:

- Assisted reproductive services
- Elective cosmetic surgery.

### 2.2.5 Waiting periods

In accordance with Rules F.1 and F.2, the following Waiting Periods apply:

Pre-existing conditions, ailments, or illnesses (excluding psychiatric)	12 months
For Pregnancy and birth on policies with a duration of less than 24 months	12 months
For Pregnancy-related services (falling under Pregnancy and birth, Miscarriage and termination of pregnancy and Outpatient pregnancy services) on policies with a duration of 24 months or more	No waiting period

No Waiting Periods apply for conditions, ailments or illnesses that are not Pre-Existing Conditions.

Waiting periods also do not apply when treatment is required as a result of an accident sustained after joining or treatment which is defined as Emergency Treatment.

## 2.3 General Treatment Benefits

Not covered under this Product.

## **Product 3 – Success Overseas Student Health Cover**

### 3.4 Eligibility

On sale to select key institutions with arrangements with this health insurer

### 3.5 Hospital Treatments and Medical Benefits

#### 3.5.1 Benefit Limit

Covered Item	Benefit Limit
<b>HOSPITAL COSTS</b> – When admitted to a Members First or Network private hospital or to a public hospital in Australia, in most cases you will be covered for in-hospital charges including:	
<b>Accommodation fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies.
<b>Operating theatre, labour wards and critical care fees</b>	Covered in full, except for services where Restricted Cover or an exclusion applies
<b>Emergency department fees</b>	Covered in full
<b>In-patient allied health services</b>	Covered in full, except for services where an exclusion applies
<b>In-patient supplied pharmaceuticals</b>	Covered in full except for services where an exclusion applies and as otherwise stated below:  <b>Note: Other medicines (including high cost drugs)</b> may not be covered or only partially covered.  <b>Cost of pharmaceuticals supplied upon discharge</b> from hospital will not be covered under In-patient supplied pharmaceutical. In some circumstances, discharge medication may be covered under Out-patient Medical Benefit.
<b>Prostheses</b>	Covered up to the relevant amount on the Prostheses List except for services where an exclusion applies. If the charge is greater than the minimum prostheses benefit, the Insured will have to pay the difference between the minimum benefit and the charge incurred.
<b>IN-PATIENT MEDICAL BENEFITS</b>	
<b>In-patient medical expenses</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>In-patient diagnostic tests</b>	Covered in full when performed by contracted providers.  Tests by non-contracted providers at 100% of MBS fees.
<b>OUT-PATIENT MEDICAL BENEFITS</b>	

<b>Medical services in private clinics and by providers</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>Hospital out-patient medical treatment</b>	Up to 100% of MBS fee, except for services where an exclusion applies
<b>Pharmaceuticals and medicines</b>	Selected pharmacy items including discharge medication. You receive up to \$60 per script item, up to a maximum of \$600 per person (\$1,200 per family) per calendar year, after you pay the PBS patient co-payment fee. This is provided the item's usage is approved by the TGA, or as otherwise approved for use by Bupa.
<b>Psychology, Counselling and Online-CBT</b>	You'll receive up to \$80 per consultation for psychology, up to \$40 per consultation for counselling and accredited mental health social worker and access to online-CBT courses. There is an overall maximum limit for mental health of \$240 per person, per calendar year.
<b>AMBULANCE COVER AND OTHER BENEFITS</b>	
<b>Ambulance cover</b>	Emergency Ambulance: Unlimited for emergency transportation  Non- Emergency: 3 times per person per calendar year for non-emergency transportation.
<b>Repatriation benefits</b>	Up to \$100,000 if the Insured becomes Terminally Ill or suffers a Life Altering Illness/Injury. Up to \$15,000 for the return of Mortal Remains.
<b>Family In-Hospital Benefit</b>	Benefits will be offered to a partner, immediate family member, carer/parent, next of kin who is required to stay at the hospital with the patient. The benefit is payable on the admitted person's policy. Benefits payable are: - Accommodation in hospital up to \$60 per night whilst a boarder in hospital - Benefit up to \$30 per day towards the cost of any meals provided by the hospital or purchased from the hospital cafeteria for the non- admitted person staying with the patient in hospital.
<b>Travel &amp; Accommodation</b>	Travel and Accommodation helps cover the cost of travel and accommodation for essential medical and/or hospital treatment, where the total return distance is 200 kilometres or more from where the policy holder resides. Up to \$100 per person, per trip for travel expenses and \$50 per night up to \$150 per person, per trip for accommodation. 2 month waiting period and eligibility criteria apply. Note: where applicable, benefits will be paid under your Hospital cover (cannot claim benefits on both hospital and extras for the same trip).

<b>Wheelchair and Crutches benefit</b>	Success OSHC provides you with a benefit for crutches and wheelchairs. For a benefit to be payable, the hire or purchase must be linked to an inpatient admission resulting in the requirement the item. We will not pay benefits without evidence of a hospital admission. If eligible, we will pay 100% of the cost up to a maximum limit of \$500 per person per calendar year for any hire or purchase of crutches or wheelchairs.
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### 3.5.2 Excess

Nil

### 3.5.3 Restricted Cover

In accordance with F.4 of this Overseas Student Rule, Restricted Cover applies for the duration of this cover for the following services:

- 3.5.3.1 Podiatric surgery (provided by an accredited podiatric surgeon)

**Please Note** – Restricted Cover does not apply when admitted to a Public Hospital.

### 3.5.4 Exclusions

In addition to Rule E.4 of the Overseas Student Health Cover Rules, the following services are not covered under this product:

- 3.5.4.1 Assisted reproductive services
- 3.5.4.2 Elective cosmetic surgery.

### 3.5.5 Waiting periods

In accordance with Rules F.1 and F.2, the following Waiting Periods apply:

Pre-existing conditions, ailments, or illnesses (excluding psychiatric)	12 months
For Pregnancy and birth on policies with a duration of less than 24 months	12 months
For Pregnancy-related services (falling under Pregnancy and birth, Miscarriage and termination of pregnancy and Outpatient pregnancy services) on policies with a duration of 24 months or more	No waiting period
Bowel Cancer Screening Kit	2 months

No Waiting Periods apply for conditions, ailments or illnesses that are not Pre-Existing Conditions.

Waiting periods also do not apply when treatment is required as a result of an accident sustained after joining or treatment which is defined as Emergency Treatment.

### 3.5.6 General Treatment Benefits

Not covered under this Product.