



Overseas Student Health Cover Rules

EFFECTIVE DECEMBER 2021

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A. Introduction

A.1 Rules Arrangement

CBHS International Health is brought to you by CBHS Corporate Health Pty Ltd. In these **Rules**, a reference to CBHS International Health is a reference to CBHS Corporate Health Pty Ltd.

These Overseas Student Health Cover Rules are the rules under which CBHS International Health agrees to provide you with **Overseas Student Health Cover (OSHC)**.

A.2 Legislation

1. CBHS International Health conducts Health Insurance Business and Health Related Business under the *Private Health Insurance Act 2007 (Cth) (Act)*. CBHS International Health provides **Overseas Students** with **Overseas Student Health Cover (OSHC)** under a **Deed** with the Commonwealth of **Australia** (ABN 83 605 426 759 as represented by the **Department** of Health).
2. Nothing in these **Rules** will be inconsistent with the **Deed**, which will prevail to the extent of any inconsistency.

A.3 No Discrimination

1. CBHS International Health will not discriminate against you in relation to providing you with a **Policy**. This means CBHS International Health will not:
 - (a) take or fail to take any action; or
 - (b) in making a decision, have regard to or fail to have regard to any matter that would result in CBHS International Health discriminating between people who are, or wish to be, insured under a **Policy**, based on any of the following:
 - (a) the suffering by a person from a disease, illness or other medical condition; or
 - (b) gender, race, sexual orientation or religious belief; or
 - (c) age; or
 - (d) where a person lives; or
 - (e) any other characteristic of a person (including but not limited to occupation or hobbies) that is likely to result in an increased need for medical treatment; or
 - (f) how often a person needs medical treatment; or
 - (g) the amount or extent of the **Benefits** which a person becomes entitled to during the **Policy** period, except to the extent allowed by the **Deed**.

A.4 Changes to these Rules

1. CBHS International Health will direct you to a copy of the **Rules** when you first obtain a **Policy** and otherwise on request.
2. CBHS International Health may change these **Rules** at the discretion of CBHS International Health and will provide reasonable notice of any **Detrimental Changes** and when the changes are to take effect.
3. Under this Rule a Notice may be given in a publication made generally available to **Policy Holders**.
4. You must notify CBHS International Health of any changes to the **Policy Holders** personal and contact details.
5. If CBHS International Health is required to send the **Policy Holder** a written notice by postal mail, CBHS International Health will send such notice to the address the **Policy Holder** most recently supplied to CBHS International Health (even if the **Policy Holder** has since left that address).

A5. Complaint Handling

1. CBHS International Health offers an internal dispute resolution process to **OSHC Members** through its Complaints Handling and Disputes Resolution Policy and Procedures.
2. **OSHC Members** can make a complaint about any aspect of their membership and obtain information about the Complaints Handling and Disputes Resolution Policy and Procedures at www.cbhscorporatehealth.com.au or by calling the International team on 1300 174 538 or email to oshc@cbhscorp.com.au.
3. **OSHC Members** may make a complaint about any aspect of their membership at any time.
4. **OSHC Members** can also complain to the Private Health Insurance Ombudsman (PHIO) about matters arising out of, or in connection with, a Policy or CBHS International Health. The PHIO is a Commonwealth Government official who is independent of private health insurers.

B Definitions

In these **Rules** unless the contrary intention appears:

“**Access Gap Cover Scheme**” means an arrangement where CBHS International Health and a **Recognised Provider** have entered into an agreement whereby CBHS International Health pays a **Benefit** directly to the **Recognised Provider** for services rendered to an **OSHC Member**.

“**Accident**” means an unexpected or unforeseen event caused by an external force or object resulting in an injury to the body which requires treatment by a Medical Practitioner, Nurse Practitioner, **Hospital** or dentist (as the context requires) but excludes pregnancy.

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

“**Activation Date**” means the date that the **Policy** member arrives in Australia and the **Policy** becomes live.

“**Administration Fee**” means the amount of money charged for creating a **Policy** and associated documents to enable an **Overseas Student** to apply for a **Student Visa** and is payable where the **Policy** is cancelled after arrival in Australia.

“**Admitted Patient**” means a patient who has been admitted to a **Hospital** as a patient and is receiving services under the direction of a **Medical Practitioner, Nurse Practitioner** or dentist.

“**Agreement Hospital**” means a **Hospital** including a registered day **Hospital** facility which CBHS International Health has a special agreement with.

“**Allied Health Practitioner**” means a trained and registered health professional who is not a Doctor, dentist or **Nurse Practitioner**.

“**Allied Health Services**” means services that are provided by **Allied Health Practitioners** who are members of Allied Health Professions Australia (AHPA).

“**Ambulance**” means all road and air transport recognised by, or provided by, State or Commonwealth governments. **Benefits** cover all ambulance services considered medically necessary by the ambulance provider, for treatment on site, admission to a registered **Public Hospital** or **Private Hospital** and includes inter-**Hospital** transfers where the original admitting **Hospital** does not have the required clinical staff or facilities.

“**Australia**” means the six **States**, the Northern Territory (NT), the Australian Capital Territory (ACT), the Territory of Cocos (Keeling) Islands and the Territory of Christmas Island and Norfolk Island but excludes other Australian external territories.

“**Benefit**” means an amount of money payable by CBHS International Health for a treatment covered under a **Policy**.

“**Bridging Visa**” has the meaning given by subsection 5(1) of the *Migration Act 1958* (Cth).

"**CBHS International Health Choice Network**" means Health Care Providers with whom CBHS International Health has entered into an agreement with for selected health services for members.

"**Claim**" means a claim for **Benefits**.

"**Commencement Date**" means the date that the Overseas Student selects as the start date of the **Policy**.

"**Compensable Injury**" means an injury which the **OSHC Member** knows, or reasonably suspects, is subject to a right to make a **Claim** for compensation or damages (including a settlement payment for compensation or damages) in respect of any condition.

"**Contribution**" means the fee for the **Product**.

"**Cosmetic Service**" means an operation, procedure or treatment undertaken for the dominant purpose of improving appearance or improving psychological wellbeing.

"**Country of Origin**" means that country where a person is born, or where they hold a valid passport that is not an Australian passport.

"**Couple Membership**" means a membership that includes an **Overseas Student** and their **Spouse** or **De Facto Partner**.

"**Deed**" – means the Deed between the Commonwealth of Australia as represented by the Department of Health and CBHS Corporate Health Pty Ltd in relation to the provision of Overseas Student Health Cover.

"**De Facto Partner**" means (a) another person (whether of the same sex or a different sex) with whom the Overseas Student has a relationship that is registered under a law of a State or Territory; or (b) another person (whether of the same sex or a different sex) who is living with the Overseas Student on a genuine domestic basis although not legally married to the Overseas Student.

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

"**Dependant**" means a person who is:

- i. a **Spouse** or **De Facto Partner** of an Overseas Student; or
- ii. a child or stepchild of an Overseas Student who is unmarried and has not turned 18 years of age.

"**Dependent Child**" means a child or step-child of an Overseas Student who is unmarried and has not turned 18 years of age.

"**Detrimental Change**" means a significant change to Policy Benefits that are reduced or removed as a result of the change.

"**DoHA**" means Department of Home Affairs previously known as Department of Immigration and Border Protection.

"**Emergency Treatment**" means treatment of any of the following conditions:

- a risk of serious morbidity or mortality and requiring urgent assessment and resuscitation; or
- suspected acute organ or system failure; or
- an illness or injury where the viability of function of a body part or organ is acutely threatened; or
- a drug overdose or toxic substance or toxin effect; or
- psychiatric disturbance whereby the health of the patient or other people is at immediate risk; or
- severe pain where the viability or function of a body part or organ is suspected to be acutely threatened; or
- acute haemorrhaging and requiring urgent assessment and treatment; or
- a condition that requires immediate admission to avoid imminent morbidity or mortality.

“**Exclusion**” means CBHS International Health will not pay **Benefits** towards **Hospital** and medical costs for services listed as an **Exclusion**. If an **OSHC Member** needs treatment for any excluded services, it may result in significant out of pocket expense.

“**Facility Fee**” means a fee raised by an **Accident/emergency** department of a **Hospital** for the **OSHC Members** use of the facility.

“**Family Membership**” means a Policy that applies to an Overseas Student, their **Spouse** or **De Facto Partner** and/or other **Dependants** under the age of 18 years.

“**Fund**” means the health benefits fund conducted by CBHS Corporate Health Pty Ltd.

“**Health Care Provider**” means a person who provides treatment and who satisfies the *Private Health Insurance (Accreditation) Rules*.

“**Health Insurance Business**” has the meaning defined in Division 121 of the **Act**.

“**Health Related Business**” has the meaning defined in section 131-15 of the **Act**.

“**Hospital**” means a **Hospital** as defined in section 121-5(5) of the **Act** and includes a day **Hospital** facility declared as a **Hospital** under section 121-5(5) of the **Act**.

“**Hospital Benefits**” means **Benefits** payable in relation to **Hospital Treatment** provided by a **Hospital**.

“**Hospital Pharmaceuticals**” means a pharmaceutical benefit listed in the **PBS** that is dispensed to a **Hospital** patient and is intrinsic to the **Hospital Treatment** provided, clinically indicated and essential for the meeting of satisfactory health outcomes for that patient.

“**Hospital Substitute Treatment**” means a program that supports eligible Overseas Students to leave hospital with their Doctor's approval to recover in their home with the support of health professionals who visit the Overseas Student to continue treatment.

“**Hospital Treatment**” has the same meaning defined in section 121-5 of the **Act**: treatment intended to manage a medical condition and is provided at a **Hospital** or with the direct involvement of a **Hospital**.

“**Improper Discrimination**” means discrimination defined in section 55-5 of the **Act**.

“**Medical Adviser**” means a qualified medical practitioner appointed by CBHS International Health to give technical advice on professional matters.

“**Medical Emergency**” means an injury or illness that is acute and poses an immediate risk to the **OSHC Member's** life or long-term health.

“**Medical Practitioner**” means a person who has completed a medical degree and is registered with the Australian Health Practitioner Regulation Agency. A **Medical Practitioner** can also be called a Doctor or a General Practitioner (GP).

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

“**Medicare Benefits Schedule Fee**” means the fee specified for a given item in the **MBS**.

“**Membership Card**” means a plastic or digital card delivered to an Overseas Student once the Overseas Student arrives in Australia and advises CBHS International Health. The Membership Card displays the Policy number, the name of the Overseas Student, any **Dependants** who are covered under the OSHC Policy.

“**Midwifery Service**” means a service encompassing pre-natal and post-natal services provided by a **Recognised Provider**.

"**Minimum Default Benefit**" means the minimum **Hospital Benefit** prescribed by the *Private Health Insurance (Benefit Requirements) Rules 2011* (as updated from time to time).

"**Non-Admitted Patient**" means a patient who undergoes minor surgery in a **Hospital** but is not formally admitted.

"**Nurse Practitioner**" means a registered nurse educated and authorised to function autonomously and collaboratively in an advanced and extended clinical role.

"**OSHC**" means **Overseas Student Health Cover** under which CBHS Corporate Health Pty Ltd offers to an **Overseas Student**, their **Partner** and **Dependants**.

"**OSHC Member**" means a **Policy Holder, Spouse, De Facto Partner** and **Dependant**.

"**Out of Pocket Costs**" means the difference between the cost that medical service providers charge and the amount of the **Benefit** payable.

"**Overseas Student**" means:

- (a) a person who is the holder of a **Student Visa**; or
- (b) a person who:
 - (i) is an applicant for a **Student Visa** (Subclass 500); and
 - (ii) is the holder of a **Bridging Visa** (Subclass 10, 20, 050-051); and
 - (iii) was, immediately before being granted the Bridging Visa, the holder of a **Student Visa**.

"**Paid to Date**" means the last day of cover for which the **OSHC Member** has paid **Contributions** to CBHS International Health.

"**Partner**" means **Spouse** or **De Facto Partner** of the **Overseas Student**.

"**PBS**" means the Commonwealth Government's Pharmaceutical Benefits Scheme.

"**Personal Information**" has the meaning defined in section 6 of the *Privacy Act 1988* (Cth).

"**Pharmaceuticals**" means a substance which:

- i. has been prescribed by a **Medical Practitioner** or a dentist;
- ii. has been supplied by a pharmacist in private practice or a **Medical Practitioner**;
- iii. has been provided by a **Nurse Practitioner**;
- iv. can only be supplied on prescription under applicable **State** law;

But does not include a substance which:

- i. is not available under the **PBS** in any formulation, presentation, strength or pack size with or without repeat dispensing or combination of the preceding regardless of whether of such availability is subject to the specified purpose, authority required, pensioner concession or special patient contribution conditions of that scheme; or
- ii. was prescribed in the absence of illness or disease or for contraceptive purposes or for enhancement of sporting, sexual or employment performance; or
- iii. was supplied by a medical practitioner for the purposes of infertility treatment; or
- iv. such other circumstances determined by CBHS International Health.

"**Policy**" means an **Overseas Student** health cover policy.

"**Policy Holder**" means an **Overseas Student** as the primary visa holder.

"**Pre-Existing Condition**" means:

- a) the Overseas Student or the Dependant of the Overseas Student has an illness or medical condition; and
- b) in the opinion of a **Medical Practitioner** appointed by CBHS International Health, the signs or symptoms of that illness or medical condition existed at any time in the period of 6 months ending on the day the Overseas Student or Dependant of the Overseas Student arrived In Australia. In forming this opinion, the **Medical Practitioner** must have regard to any information provided by the **Medical Practitioner** who treated the illness or medical condition.

"Pregnancy and Birth Classes" mean courses or classes that educate Policy members about their health and wellbeing during pregnancy and preparation for birth.

"Pregnancy-Related Services" means elements of care provided by a **Medical Practitioner, Midwifery Service** or **Nurse Practitioner** related to the care of a woman and foetus during pregnancy, including miscarriage and termination.

"Preventive Health Service" means preventive screenings and tests as approved from time to time by CBHS International Health

"Private Clinics" means a doctor's surgery or medical centre where Doctors charge patients a fee for services provided.

"Private Hospital" means a **Hospital** in respect of which there is in force a statement under subsection 121-5 (8) of the **Act** that the **Hospital** is a Private **Hospital**.

"Product" has the same meaning as in the **Act**.

"Public Hospital" means a **Hospital** in respect of which there is in force a statement under subsection 121-5 (8) of the **Act** that the **Hospital** is a Public Hospital.

"Purchaser-Provider Agreement" means a **hospital purchaser-provider agreement** or a medical **purchaser-provider agreement** and includes a **purchaser-provider agreement** between CBHS Corporate Health Pty Ltd and any other **Recognised Provider**.

"Recognised Provider" means a provider recognised by CBHS International Health in a particular discipline or calling as a provider of services to an **OSHC Member** for which CBHS International Health will pay a **Benefit**. The provider must hold an Australian Business Number.

"Rules" means this document as amended from time-to-time.

"Single Membership" means a **Policy** that applies to the **Overseas Student** who is the primary **Student Visa** holder.

"Single Parent Family Membership" means a **Policy** that applies to an Overseas Student with children up to the age of 18 years.

"Spouse" is defined in section 4 of the *National Health Act 1953* (Cth) as including a **De Facto Partner**.

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

"Student Visa" means a visa allowing the holder to reside in **Australia** to study full-time at a recognised education institution.

"Terminally Ill" means, as diagnosed by a **Medical Practitioner**, someone with a life expectancy of less than 6 months.

"Transfer Certificate" means a certificate issued under section 99-1 of the **Act**.

"Transfer of Cover" means:

- i) changing from an OSHC product to a different OSHC product; or

- ii) changing from one OSHC provider to a different OSHC provider.

“**Usual, Customary and Reasonable Charge**” means in relation to a service rendered by a **Recognised Provider**, the usual or customary fee charged for that service by other similarly qualified practitioners or a reasonable charge for that service as determined by CBHS International Health having regard to the usual or customary charges for a similar service and/or advice from the practitioner’s professional association/body or **Medical Adviser**.

“**Waiting Period**” means a period of time during which a **Policy Holder** must continuously hold a **Policy** before a **Policy Holder** under that **Policy** has an entitlement to receive a **Benefit**.

C Membership

C.1 General Conditions of Membership

CBHS International Health offers the following categories of membership for **Overseas Students** who have applied for or have been granted a **Student Visa** allowing them to study and work in **Australia**.

- 1) **Single Membership**;
- 2) **Couple Membership**;
- 3) **Family Membership**; and
- 4) **Single Parent Family Membership**.

C2 Eligibility

1. An **Overseas Student** is only eligible to take out a **Policy** if they have applied for or have been granted a visa class that requires them to hold OSHC to meet **Student Visa** conditions.
2. An **Overseas Student** is eligible to join CBHS International Health in the following manner:
 - a) If an eligible visa has been applied for or granted for the **Overseas Student** only, then the **Overseas Student** must join CBHS International Health on a **Single Membership**.
 - b) If an eligible visa has been applied for or granted for the **Overseas Student** and a **Spouse** or **De Facto Partner** as the secondary visa holder, then the **Overseas Student** must join CBHS International Health on a **Couple Membership** with the **Spouse** or **De Facto Partner** as per the eligible visa.
 - c) If an eligible visa has been applied for or granted for the **Overseas Student** and any **Dependant**, then the **Overseas Student** must join CBHS International Health on a **Single Parent Family Membership** with any **Dependant** as per the eligible visa.
 - d) If an eligible visa has been applied for or granted for the **Overseas Student**, a **Spouse** or **De Facto Partner** as the secondary visa holder and any **Dependant**, then the **Overseas Student** must join CBHS International Health on a **Family Membership** with the **Spouse** or **De Facto Partner** and any **Dependant** as per the eligible visa.
3. Subject to these **Rules**, and upon all required **Contributions** being paid CBHS International Health will supply the OSHC **Product** for the intended duration of the **Student Visa** being applied for or held.
4. A **Policy Holder** who also holds a complying health insurance **product** (CHIP) is not entitled to a **benefit** for a **claim** on both **products**. Where a service is covered by the OSHC **Product** and the CHIP, it is only claimable on one or the other **product**.

C3 Dependants

1. Unless an **Emergency Treatment** is required, CBHS International Health does not provide **Benefits** for **Pregnancy-Related Services** within the 12 month **Waiting Period** for Policies where pregnancy is covered including any child not added to a **Policy** prior to their birth, even where that birth is premature.
2. A **Single Membership** or a **Couple Membership** is required to convert to a **Single Parent Family Membership** (from **Single Membership**) or **Family Membership** (from **Couple Membership**) at least 1 month before the expected birth of a child in order for the **Dependent Child** to be covered from birth, even where that birth is

premature. If a **Policy Holder** asks CBHS International Health to add a **Dependant** to the **OSHC Policy** in any other circumstances, then all **Waiting Periods** applicable to the type of cover will apply to the new **OSHC Member**.

3. A **Policy Holder** may request CBHS International Health to add a **Dependant** to an **OSHC Policy** by submitting the form required by CBHS International Health. The following provisions apply when adding **Dependants**:
 - (i) Where a **Policy** is a **Single Membership**, an upgrade to a **Couple Membership** is required to add a **Spouse** or **De Facto Partner** who is the secondary visa holder, and pay any **Contributions** adjustment;
 - (ii) Where a **Policy** is a **Single Membership**, an upgrade to a **Single Parent Family Membership** is required to add a **Dependant** and pay any **Contributions** adjustment.
 - (iii) Where a **Policy** is a **Couple Membership**, an upgrade to a **Family Membership** is required to add a **Dependant** and pay any **Contributions** adjustment.
 - (iv) Where a **Policy** is a **Family Membership**, a **Dependant** can be added.

C4 Membership Applications

1. Application for membership shall be in the form required by CBHS International Health.
2. CBHS International Health may refuse to accept an application for membership if there would be grounds to cancel the membership under Rule C7 if the application was to be accepted.
3. When applying for OSHC, the **Overseas Student** must provide CBHS International Health with any information that CBHS International Health requests in relation to each person to be covered on a **Policy**.
4. Upon acceptance of the **Policy**, the **Policy Holder** consents to CBHS International Health collecting, using and disclosing **Personal Information** of the **Policy Holder** and all people insured under the **Policy** in accordance with the CBHS International Health Privacy Policy. The **Policy Holder** agrees that:
 - (a) CBHS International Health will collect Personal Information about the **Policy Holder** so that CBHS International Health may provide the appropriate level of cover.
 - (b) CBHS International Health may need to disclose the **Policy Holder's Personal Information** to other parties such as **Health Care Providers**, government authorities, industry bodies and other health funds. CBHS International Health may use your information for internal purposes such as claims auditing, compliance monitoring and quality control.
5. The **Policy Holder** may request reasonable access to their Personal Information that CBHS International Health holds and CBHS International Health may apply an **Administration Fee** for providing the access.
6. If an **OSHC** applicant does not consent to how Personal Information is collected, used or disclosed, CBHS International Health may not be able to provide cover under a **Policy**.
7. An application for a **Policy** will be accepted by CBHS International Health only where the **Contributions** for the period of the **Student Visa** and any **Bridging Visa** have been paid.

C5 Duration of Policy

1. It is a **Student Visa** requirement that evidence of continuous **OSHC** for the proposed duration of the **Student Visa** be provided to **DoHA** before a **Student Visa** will be granted. The duration of the **Student Visa** will be determined by the length of **OSHC** purchased. CBHS International Health is required to report to **DoHA OSHC Policies** that are cancelled or terminated by the **Policy Holder** or **Fund**.
2. Subject to CBHS International Health's acceptance of the **Policy**, a **Policy** commences:
 - (a) On the **Commencement Date**, or the date of arrival in **Australia**, whichever is later; and
 - (b) upon all required **Contributions** being paid.
3. The **Activation Date** of a **Policy** may be adjusted to align with:
 - (a) the date the **Policy Holder** arrives in **Australia** (applicable for visas that are applied for and approved outside of **Australia**); or
 - (b) the visa start date (applicable to visas that are applied for and approved in **Australia**),
 whichever event occurs first.

4. If an application for a **Policy** is withdrawn or cancelled after arrival in **Australia**, an **Administration Fee** may apply.
5. The **Policy** continues for the duration of the **Student Visa** up to a maximum of five years unless the **Policy** is cancelled under Rule C7 or terminated under Rule C8.

C6 Transfers

1. A transfer from another **OSHC** provider is allowed where:
 - a) the **Policy** has not lapsed; or
if the **Policy** has lapsed, the **Policy Holder** will have to pay for the lapsed period. The **Policy Holder** can either pay the lapsed period amount to their previous health fund or pay CBHS International Health the equivalent Contribution. Once the lapse is resolved, the **Policy Holder** would not be required to re-serve **Waiting Periods** (that would ordinarily need to be served under Rule C6.2, but for the lapse) but would not be entitled to **Claim Benefits** for the lapsed period.
2. Where a **Policy Holder** transfers from a **Policy** with another **OSHC** provider to CBHS International Health, **Waiting Periods** will apply for any services or treatments not covered on the previous level of cover.
3. Where a **Policy Holder** transfers from one CBHS International Health **Policy** to another CBHS International Health **Policy**, provided there was no gap in cover, CBHS International Health will allow the transfer.
4. Where a **Policy Holder** transfers to a **Policy** with another **OSHC** provider, CBHS International Health will provide the **Policy Holder** with a **Transfer Certificate**.

C7 Cancellation of Policy and Refunds

1. A **Policy Holder** may cancel their **Policy** and CBHS International Health will refund any unused portion of the **Contributions** under the following circumstances:
 - (a) an **Overseas Student** has not commenced studies in **Australia** and an application for a refund is made to CBHS International Health whereupon the full amount of the **Contributions** shall be refunded;
 - (b) an **Overseas Student** has paid the **Contributions** on the basis of an extended stay, but the extension of authorised stay is not granted by **DoHA** and an application for a refund is made to CBHS International Health;
 - (c) an **Overseas Student** is obliged to cease studies and leave **Australia** before the end of a period of approved stay by **DoHA** for reasons beyond the control of the **Overseas Student** and an application for a refund is made;
 - (d) an **Overseas Student** has been granted permanent residence in **Australia**, or an Australian visa (other than a **Student Visa**), and an application for a refund is made;
 - (e) an **Overseas Student** can prove to CBHS International Health that they were not a resident in **Australia** for a continuous period of three months or more but they did hold a valid **Student Visa**; or
 - (f) an **Overseas Student** can provide proof of **OSHC** provided by another **OSHC** provider which includes the period covered by CBHS International Health.
2. A **Policy Holder** is required to provide proof of entitlement to cancel with the application for a refund.
3. CBHS International Health may charge an **Administration Fee** to process the **Policy** cancellation and deduct the **Administration Fee** from the refund.
4. As it is a condition of the **Student Visa** that **OSHC** must be maintained while studying in **Australia**, CBHS International Health may provide **DoHA** with the name and contact details of the **Policy Holder** who has cancelled the **Policy** and received the **Contribution** refund.

C8 Termination of Policy

1. CBHS International Health will only refund **Contributions** under all circumstances outlined in clause C7.1. CBHS International Health may terminate a **Policy** where in its opinion an **OSHC Member** has obtained or attempted to obtain advantage that they are not entitled to under these **Rules**.
2. CBHS International Health may terminate the **Policy** if the membership card is used fraudulently by an **OSHC Member** allowing people not insured under the **Policy** to use the membership card.

3. CBHS International Health will automatically terminate a **Policy** where the date that the **Policy** has been paid to is the same as the **Student Visa** end date. CBHS International Health will contact the **Policy Holder** eight weeks prior to the **Student Visa** end date.

D Contribution Payment

1. Unless otherwise stated under the **Deed**, **Contributions** are payable in advance for the full duration of the **Student Visa**.
2. Subject to these **Rules**, CBHS International Health may change **Contributions** in line with the **Deed**. A change will not affect the **Contributions** already paid for the **Product**.

E Benefits

E1 General Conditions

1.1 When a Benefit is not payable

- a) Services and 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 an **Overseas Student's** or a **Dependant** of the **Overseas Student's** arrival in **Australia**;
- d) Treatment rendered to an **Overseas Student** or a **Dependant** of the **Overseas Student** in the first twelve months after arrival in **Australia** where that treatment is for a **Pre-Existing Condition** (other than a **Pre-Existing Condition** of a psychiatric nature). This exclusion does not apply where a **Medical Practitioner** certifies, and CBHS International Health agrees, that an **Overseas Student** or **Dependant** of the **Overseas Student** requires **Emergency Treatment** in **Australia**. CBHS International Health will not unreasonably withhold its agreement.
- e) Treatment rendered to an **Overseas Student** or a **Dependant** of the **Overseas Student** in the first two months after arrival in **Australia** where that treatment is for a pre-existing condition of a psychiatric nature. This exclusion does not apply where a **Medical Practitioner** certifies, and CBHS International Health agrees, that an **Overseas Student** or **Dependant** of the **Overseas Student** requires **Emergency Treatment** in **Australia**. CBHS International Health will not unreasonably withhold its agreement.
- f) Treatment of secondary conditions or disabilities directly arising from the conditions or disabilities directly arising from the conditions or disabilities to which Rule E1.1(d) applies will be treated in accordance with Rule E1.1(d).
- g) Treatment rendered to an **Overseas Student** or a **Dependant** of the **Overseas Student** for **Pregnancy-Related Services** in the first twelve months after arrival of the **Overseas Student** or the **Dependant** of the **Overseas Student** in **Australia**. This exclusion does not apply where a **Medical Practitioner** certifies, and CBHS International Health agrees, that an **Overseas Student** or **Dependant** of the **Overseas Student** requires **Emergency Treatment** in **Australia**. CBHS International Health will not unreasonably withhold its agreement.
- h) Transportation of an **Overseas Student** or a **Dependant** of the **Overseas Student** into or out of **Australia** in any circumstance;
- i) Services and treatment which are covered by compensation or damages, entitlements or payments of any kind
- j) Elective **Cosmetic Service**;

- k) Expenses for medical examinations, x-rays or vaccinations and other treatments required for the purpose of:
 - i) applying for, renewing or extending a visa for entry into **Australia**;
 - ii) applications for permanent residency in **Australia**; or
 - iii) travelling outside of **Australia**
- l) **Claims** which relate to treatment rendered by a **Recognised Provider** where a provider number has not been supplied and CBHS International Health is unable to verify the **Claims**;
- m) CBHS International Health may recover from the **Policy Holder** any **Benefits** CBHS International Health pays as a result of:
 - i) the application for a **Policy** or **Claim** form containing fraudulent, false or misleading information; or
 - ii) CBHS International Health erroneously paying a **Benefit** within two years of the payment provided CBHS International Health notifies the **Policy Holder** of the error.
- n) For treatment referred by or provided by a **Spouse** or **De Facto Partner** or family member of the **Overseas Student**.
- o) For any treatment provided at the time the **Overseas Student** did not hold a valid **Student Visa** or their **Spouse** or **De Facto Partner** or **Dependants** were not included on the approved **Student Visa** Treatment rendered during a **Waiting Period** as detailed in Rule F1.

E2 Hospital and General Treatment

Subject to these **Rules**, CBHS International Health will pay **Benefits** for the following types of treatment:

- a) out-of-**Hospital** medical services – as a minimum, the **Benefit** amount as listed in the **Medicare Benefits Schedule** and performed by a **Medical Practitioner**;
- b) in-**Hospital** medical services – 100% of the **Medicare Benefits Schedule Fee**;
- c) **Public Hospital – Admitted Patient** in shared ward **Hospital** accommodation, same day services, **Accident** and **Emergency Treatment** and outpatient medical and postoperative 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 – no gap prostheses and gap permitted prostheses as listed in the *Private Health Insurance (Prostheses) Rules*;
- e) private **Hospital**/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) **Benefits** for expenses exceeding the equivalent of the current **PBS** patient contribution for general beneficiaries, up to \$50 per pharmaceutical item, prescribed and dispensed by a registered practitioner recognised by CBHS International Health with a maximum **Benefit** of \$300 per calendar year per **Single Membership** and \$600 per Couple, **Single Parent Family Membership** and **Family Membership**.
- g) ambulance services – 100% of the charge for transport by a State Government ambulance service or an ambulance service recognised by CBHS International Health (such as Royal Flying Doctor Service) when medically necessary for admission to **Hospital** or for **Emergency Treatment**.

E3 Chronic Disease Management Program

A Member covered by a **Product** specified in **Product Schedule Part 2** may be invited to participate in a Chronic Disease Management Program arranged by CBHS International Health with an external party. Participation in such a program will be provided at the discretion of CBHS International Health and at no cost to the **Overseas Student**.

E4 Hospital Substitute Treatment

A Member covered by a **Product** specified in **Product Schedule Part 2** may be provided access to a Hospital Substitute Treatment Program arranged by CBHS International Health with an external party. Access to this program will be provided at the discretion of CBHS International Health. The **Benefit** will generally only be available in circumstances where CBHS International Health would have paid more than the **Minimum Default Benefit** for accommodation for the treatment of the relevant illness or injury in a **Hospital** as **Hospital Treatment**. However, in any particular instance, where the cost of a Hospital Substitute Treatment Program is likely to be less than the **Minimum Default Benefit**, CBHS International Health may also provide access to Hospital Substitute Treatment. The Hospital Substitute Treatment provided under this rule shall be at no cost to the **Overseas Student**.

E5 Maternity Programs

A member covered by a **Product** specified in **Product Schedule Part 2** may be invited to participate in a Maternity Program arranged by CBHS International Health with an external party. Participation in such a program will be provided at the discretion of CBHS International Health and at no cost to the **Overseas Student**.

E6 Mental Health Programs

A member covered by a **Product** specified in **Product Schedule Part 2** may be invited to participate in a Mental Health Program arranged by CBHS International Health with an external party. Participation in such a program will be provided at the discretion of CBHS International Health and at no cost to the **Overseas Student**.

F. Limitation of Benefits

F1 Waiting Periods

1. **Waiting Periods** can only be served once an **Overseas Student** is in **Australia**. **Waiting Periods** cannot be served from outside of **Australia**. In circumstances where a **Policy Holder**, **Partner** and any **Dependants** arrive in **Australia** separately, then the **Waiting Periods** will need to be served by each individual.
2. CBHS International Health will not pay **Benefits** for certain types of treatment provided during a **Waiting Period**. CBHS International Health may not pay a **Benefit** for a service to which a **Waiting Period** applies until the **Overseas Student** has served the relevant **Waiting Period** in full:
 - i) 12 months where the treatment is for **Pre-Existing Conditions**, unless for **Emergency Treatment**.
 - ii) 12 months where the treatment is for **Pregnancy-Related Services**, including birth related services, unless **Emergency Treatment** is required, in which case the 12 month waiting period will be waived.
 - iii) two months where the treatment is for pre-existing psychiatric treatments as an inpatient or outpatient.
 - iv) 12 months where the treatment is for a secondary condition relating to a **Pre-Existing Condition**.
 - v) two months for treatment of a **Dependent Child** added to an **OSHC Policy** that is converted to a **Single Parent Family Membership** (from **Single Membership**) or converted to a **Family Membership** (from **Couple Membership**) less than one month before the birth of the **Dependent Child** or after the birth of the **Dependent Child**.

F2 Application of Waiting Periods

Subject to Rule F1, this Rule F2 sets out how CBHS International Health applies **Waiting Periods**.

If a **Policy Holder** transfers to a new **Policy**, **Waiting Periods** will apply where:

- a) the new **Policy** pays **Benefits** for a treatment that was not covered under the previous **Policy**; or

- b) higher **Benefits** are payable under the new **Policy** than under the previous **Policy**. In this case CBHS International Health will pay the **Benefits** payable under the previous **Policy** during the **Waiting Period**.
- c) if the new **Policy** pays the same or lower **Benefits** for a treatment than under the previous **Policy**, the **Overseas Student** will be deemed to have served the same **Waiting Periods** as under the previous **Policy**.
- d) if a **Policy Holder** adds a new **Dependant** or **Partner** to the **Policy** (other than a newborn), the new **Overseas Student** must serve any **Waiting Periods** and periods of **Minimum Default Benefits** that apply under the **Policy**.

F3 Compensation Damages and Provisional Payment of Claims

- a) This Rule applies if an **Overseas Student** has received services in relation to a **Compensable Injury**.
- b) An **Overseas Student** is not entitled to **Benefits** for services related to treating a **Compensable Injury** if the amount of compensation sought or received includes an amount for the treatment of the **Compensable Injury**.
- c) CBHS International Health may, however, in its sole and absolute discretion, make a provisional payment of **Benefits** to an **Overseas Student**, if:
 - i. the claim for compensation for the **Compensable Injury** has not yet been resolved; and
 - ii. the **Overseas Student** enters into a legally binding document with CBHS International Health (in a form and on terms and conditions acceptable to CBHS International Health at its sole and absolute discretion) to repay the **Benefits** upon resolution of the claim for compensation.
- d) If an **Overseas Student** receives a **Benefit** for services related to treating a condition which later becomes a **Compensable Injury**, and the amount of compensation sought or received includes an amount for the treatment of the **Compensable Injury**, then the amount of the **Benefit** is a debt owed to CBHS International Health which it may recover it at law.

G Claims

G1 General

1. To make a **Claim** for **Benefits**, a **Policy Holder** shall:
 - a) Submit the **Claim** in the manner required by CBHS International Health;
 - ii) provide all relevant receipts or accounts relating to the service rendered or good received; and
 - iii) provide any other information or documents to CBHS International Health which CBHS International Health reasonably requires to process the **Claim** for **Benefits**.
 - b) **Claims** for **Benefits** must be supported by accounts and/or receipts on the **Recognised Provider's** letterhead or showing the **Recognised Provider's** official stamp, and showing the following information:
 - i) the **Recognised Provider's** name, provider number and address;
 - ii) the **Overseas Student's** full name and address;
 - iii) the date of service;
 - iv) the item number/numbers where applicable and description of the service; and
 - v) the amount(s) charged.
2. A **Policy Holder** must lodge a **Claim** with CBHS International Health within 24 months of receiving the good or service to which the **Claim** relates, otherwise **Benefits** will not be payable.

Product Schedule Part 1

Overseas Student Health Cover Product Specifications

Benefits

1.1 Medical Benefits

OUT OF HOSPITAL MEDICAL BENEFITS			
Provider	Service	Description	Benefit
CBHS International Health Recognised Online Health Consultation Service Providers	Clinical consultation provided by video or telephone.	Services provided by medical and mental health Recognised Providers via remote (video or telephone) consultation.	100% of the service cost up to \$35 per claim, except for services where an Exclusion applies.
CBHS International Health Choice Network	Medical services in Private Clinics and by providers	Treatment provided by doctors and specialists who are part of the CBHS International Health medical network, including services provided by: doctors, medical specialists, medical imaging providers and pathology providers.	100% of the CBHS International Health agreed rate up to any relevant service limit, and thereafter 100% of the Medicare Benefits Schedule Fee , except for services where an Exclusion applies.
Non-Agreement Medical Centres and Medical Service Providers	Medical services in Private Clinics and by providers	Treatment provided by doctors and specialists who are not part of the CBHS International Health medical network, including services provided by: doctors, medical specialists, medical imaging providers and pathology providers.	100% of Medicare Benefits Schedule Fee , except for services where an Exclusion applies.
Public Hospital Outpatients	Medical services in Public Hospitals	Treatment provided by doctors and specialists in Public Hospitals , including services provided by: doctors, medical specialists, medical imaging providers and pathology providers.	100% of Medicare Benefits Schedule Fee , where an MBS number is provided for the service. If a valid MBS number is not provided, then a Minimum Default Benefit will be payable.
	Emergency department or Facility Fee	Fees charged by a Public Hospital emergency department for attending the facility.	No Benefit payable.
Pharmaceuticals and medicines	Benefits for expenses exceeding the equivalent of the current PBS patient contribution for general beneficiaries, when the drug is: a) prescribed by a medical practitioner; and		Benefits for expenses exceeding the equivalent of the current PBS Schedule patient contribution for general beneficiaries. Up to \$50 per pharmaceutical item, prescribed and dispensed by a

	b) Listed on the Australian Government's PBS Schedule .	registered practitioner recognised by CBHS International Health with a maximum Benefit of \$300 per calendar year per Single Membership and \$600 per Couple, Single Parent Family Membership or Family Membership .
AMBULANCE COVER		
Ambulance cover	Includes cover for all road and air ambulance transport recognised by, or provided by, State or Commonwealth governments, that are medically necessary for admission to hospital or Emergency Treatment at the scene due to an Accident or Medical Emergency .	100% of the charge for Ambulance .

1.2 Hospital and Medical Benefits

HOSPITAL BENEFITS - NETWORK			
Provider	Service	Description	Benefit
CBHS International Health Private Agreement Hospitals	Accommodation	For overnight, same day and intensive care for private or shared room in a Private Agreement Hospital.	100% cover, except for services where an Exclusion applies.
	Operating theatre, labour ward and intensive care fees	Operating theatre, labour ward, and intensive care fees at Private Agreement Hospital.	100% cover, except for services where an Exclusion applies.
	Emergency department Facility Fee	Fees charged by a Private Hospital emergency department for attending the facility.	100% of the contracted scheduled fee, except for services where an Exclusion applies.
	Inpatient supplied Pharmaceuticals	Medicines listed in the PBS Schedule and provided as part of an Admitted Patient treatment.	100% cover, except for services where an Exclusion applies Note: Other pharmaceuticals (such as experimental or high cost drugs) may not be covered. and Pharmaceuticals supplied upon discharge from Hospital Pharmaceuticals supplied upon discharge may be covered under Non-Admitted Patient pharmaceutical Benefits .
	Surgically implanted prostheses	Surgically implanted prosthesis specified in the <i>Private Health Insurance (Prostheses) Rules</i> .	At least the minimum Benefits specified in the <i>Private Health Insurance (Prostheses) Rules</i> , except for services where an Exclusion applies.

ADMITTED PATIENT MEDICAL BENEFITS			
<p>CBHS International Health Private Agreement Hospitals</p>	<p>Admitted Patient medical expenses</p>	<p>Services provided by doctors, surgeons or anaesthetists in Hospital.</p>	<p>(a) If:</p> <p>(i) an Overseas Student receives an Admitted Patient service from a medical practitioner (or service from any other service provider registered with Medicare) who:</p> <p>(A) has a medical Purchaser-Provider Agreement with CBHS International Health; or</p> <p>(B) has a practitioner agreement with the Hospital where the Overseas Student received the service, and the practitioner agreement has been incorporated into a Hospital Purchaser-Provider Agreement between the Hospital and CBHS International Health; and</p> <p>(ii) the Purchaser-Provider Agreement deals with the kind of service rendered to the Overseas Student,</p> <p>then the Benefit is the amount specified in the relevant Purchaser-Provider Agreement.</p> <p>(b) If:</p> <p>(i) an Overseas Student receives an Admitted Patient service from a medical practitioner (or service from any other service provider registered with Medicare) which is not subject to Rule (a); and</p> <p>(ii) the medical practitioner (or other service provider registered with Medicare) has opted to be covered by the Access Gap Cover Scheme in relation to the service rendered to the Overseas Student,</p> <p>then the Benefit is the amount agreed between CBHS International Health and the medical practitioner (or other service provider) under the Access Gap Cover Scheme.</p> <p>(c) In any other case, if an Overseas Student receives an Admitted Patient service from a medical practitioner (or service from any other service provider registered with Medicare), then the Benefit is 100% of the Medicare Benefits Schedule Fee that would apply to the service if the service had been provided to the holder of a valid Medicare card.</p>

HOSPITAL BENEFITS – PUBLIC & NON-AGREEMENT			
Public and Non-Agreement Hospitals	Accommodation	For overnight, same day and intensive care for a shared room in a Public or non-agreement Private Hospital	Covered up to the rate determined by the State and Territory health authorities for services charged to a patient who is not an Australian resident, except for services where restricted Benefits or Exclusions apply.
	Operating theatre, labour ward and intensive care fees	Operating theatre, labour ward, and intensive care fees.	Covered up to the rate determined by the State and Territory health authorities for services charged to a patient who is not an Australian resident, except for services where restricted Benefits or Exclusions apply.
	Emergency department Facility Fee	Public Hospital emergency department for attending the facility.	Up to \$160 where the attendance leads to an admission, except for services where restricted Benefits or Exclusions apply.
	Inpatient supplied Pharmaceuticals	Medicines listed in the PBS and provided as part of an Admitted Patient treatment.	Note: Other medicines (including experimental or high cost drugs) may not be covered. Cost of pharmaceuticals supplied upon discharge from hospital will be covered under Admitted Patient supplied pharmaceutical. Discharge medication may be covered under Non-Admitted Patient prescription medicine Benefits
	Surgically implanted prostheses	Surgically implanted prosthesis specified in the <i>Private Health Insurance (Prostheses) Rules</i> .	At least the minimum Benefits specified in the <i>Private Health Insurance (Prostheses) Rules</i> , except for services where an Exclusion applies.
ADMITTED PUBLIC AND NON-AGREEMENT INHOSPITAL PATIENT MEDICAL BENEFITS			
Public and Non-Agreement Hospitals	Admitted Patient medical expenses	Services provided by doctors, surgeons or anaesthetists in Hospital .	Where an Overseas Student receives an Admitted Patient service from a medical practitioner (or service from any other service provider registered with Medicare), then the Benefit is 100% of the Medicare Benefits Schedule Fee that would apply to the service if the service had been provided to the holder of a valid Medicare card.
AMBULANCE COVER			
Ambulance cover	Includes cover for all road and air ambulance transport recognised by, or provided by, State or Commonwealth governments, that are medically necessary for admission to hospital or Emergency Treatment at the scene due to an Accident or Medical Emergency .		100% of the charge for Ambulance .

1.3 Waiting Periods

In accordance with Rule F1 and F2, the following **Waiting Periods** apply from **Date of Activation** of policy:

2 months	Pre-existing psychiatric treatments as an inpatient or outpatient.
12 months	Other Pre-Existing Conditions.
12 months	Pregnancy-Related Services including birth related services. Excluding emergencies.

Product Schedule Part 2: Standard Overseas Student Health Cover

2.1 Eligibility

This **Product** is available to the following memberships subject to the conditions contained in Rule C2:

- Single Membership**, where the Overseas Student must be the holder of a **Student Visa**;
- Couple Membership**;
- Single Parent Family Membership**;
- Family Membership**.

2.2 Medical Benefits and Hospital Treatments

Covered Item	Benefit Limit
Out of Hospital Benefits	
Recognised Provider of an online health consultation service	100% of the service cost up to \$35 per claim, except for services where an Exclusion applies.
Medical Services provided by general practitioners (GP)	CBHS International Health Choice Network: 100% of the agreed rate up to any relevant service limit, and thereafter 100% of the Medicare Benefits Schedule Fee , except for services where an Exclusion applies. Providers not part of the CBHS International Health Choice Network: 100% of the Medicare Benefits Schedule Fee , except for services where an Exclusion applies.
Public Hospital Accident and Emergency Treatment	100% of Medicare Benefits Schedule Fee , where an MBS number is provided for the service. If a valid MBS number is not provided, then a Minimum Default Benefit will apply.
Emergency department Facility Fee	Up to \$160 where the attendance leads to an admission, except for services where restricted Benefits or Exclusions apply.
Specialist Doctor	100% of the Medicare Benefits Schedule Fee , except for services where an Exclusion applies.
Specialist Services	100% of the Medicare Benefits Schedule Fee for specialist services including pathology and radiology, except for services where an Exclusion applies.
Chronic Disease Management Program	100% of the cost for Overseas Students approved by CBHS International Health to participate.

Hospital Substitute Treatment Program	100% of the cost for Overseas Students approved by CBHS International Health to participate.
Maternity Program	100% of the cost for Overseas Students approved by CBHS International Health to participate.
Mental Health Program	100% of the cost for Overseas Student approved by CBHS International Health to participate.
In Hospital Treatment Benefits	
Hospital Treatment	<p>In a CBHS International Health Agreement Hospital:</p> <p>100% of the cost for overnight, same day, theatre fees, labour ward, and intensive care accommodation for private or shared room in a Private Agreement Hospital.</p> <p>In a Public Hospital:</p> <p>Benefits payable will be equivalent to the rate determined by State and Territory health authorities for services charged to a patient who is not an Australian resident for overnight, same day, theatre fees, labour ward, and intensive care accommodation. Emergency department Facility Fee will be paid for visits leading to an admission or is certified by a treating doctor as Emergency Treatment.</p> <p>In a Non-Agreement Private Hospital:</p> <p>Benefits payable will be at least the Minimum Default Benefit for overnight, same day, theatre fees, labour ward, and intensive care accommodation.</p>
In hospital Medical Services	<p>Access Gap Cover Scheme: 100% of the amount agreed between CBHS International Health and the medical practitioner under the Access Gap Cover Scheme for the service.</p> <p>100% of the Medicare Benefits Schedule Fee that would apply to the service if the service had been provided to the holder of a valid Medicare card, except where Exclusions apply.</p>
In hospital diagnostic tests	100% of the Medicare Benefits Schedule Fee , except for services where an Exclusion applies.
Surgically implanted prostheses	Covered up to the relevant amount in the <i>Private Health Insurance (Prostheses) Rules</i> , except for services where an Exclusion applies.
Inpatient supplied Pharmaceuticals	100% cover, except for services where an Exclusion applies and as otherwise stated below: Note: other pharmaceuticals (such as experimental or high cost drugs) may not be covered.
Ambulance	
Ambulance	100% of the cost for all road and air ambulance transport recognised by, or provided by, State or Commonwealth governments, that are medically necessary for admission to hospital or Emergency Treatment at the scene due to an Accident or Medical Emergency .

2.3 Exclusions

In addition to Rule E1, the following are not covered under this **Product**:

- a) assisted reproductive services (e.g. IVF and gamete intrafallopian tube transfer (GIFT)) including sterilisations and reversals;
- b) Cosmetic Service; and
- c) MBS item numbers not performed by a Medical Practitioner.

2.4 Waiting Periods

12 months	Pre-Existing Conditions.
12 months	Pregnancy-Related Services including birth related services. Excluding emergencies.
2 months	Pre-Existing psychiatric conditions.

2.5 General Treatment Benefits (Extras)

Not covered