

How Health Insurance Works

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Overseas Student Health Cover

If you are a student from overseas on a temporary student visa it is a condition of your visa to maintain adequate health insurance for the duration of your visa. This means you need to purchase Overseas Student Health Cover (OSHC) and keep your policy up to date as long as you hold this visa.

OSHC assists international students to meet the costs of medical and hospital care they may need while in Australia. OSHC also includes ambulance cover and limited pharmaceuticals.

Some exceptions may apply if you are a student from Sweden, Norway, or Belgium. If this applies to you, you may have special arrangements under your own national schemes - check with the [Department of Home Affairs](#) to find out if special arrangements apply to you and if you are exempt from the requirement to purchase OSHC.

As holding OSHC is a visa requirement, take care to maintain your cover at all times. If you do fall behind in payments or renewing your cover, you will be able to continue your cover but you may not be able to claim for services you received while you were in arrears.

If your visa status or Medicare eligibility changes at any time, inform your insurer as soon as possible to find out whether your level of cover is still suitable. When your student visa expires, then you are no longer eligible to hold OSHC. You can then swap over to a residents' cover or to an [Overseas Visitors Health Cover](#) plan.

Medicare and OSHC

If you are in Australia on a student visa from the United Kingdom, Sweden, the Netherlands, Belgium, Slovenia, Italy or New Zealand, you can also apply for Medicare under your country's [Reciprocal Health Care Agreements](#). (Students from Norway, Finland, Malta and the Republic of Ireland are not covered by the agreements with those countries.)

Any Medicare coverage you are entitled to under a Reciprocal Health Care Agreement will be in addition to OSHC. Having reciprocal access to Medicare does not exempt you from needing to take out OSHC.

What does OSHC cover?

OSHC policies assist to cover the cost of hospital and medical treatment. Benefits are also paid for ambulance services.

The minimum requirements of a OSHC policy are set out in the [OSHC Deed](#). For further information, check with your OSHC insurer.

OSHC does not pay for general treatment (ancillary, or extras cover) such as dental, optical or physiotherapy. If you require cover for these treatments, you may take Extras OSHC provided by an OSHC provider or general treatment cover with any Australian private health insurer. You can also choose to supplement OSHC with other insurance such as international travel insurance.

OSHC and pharmaceuticals

Only limited benefits for pharmaceuticals apply, limited to \$50 per pharmaceutical item to a maximum of \$300 a year for single membership (\$600 for a family membership). You may face significant out of pocket costs if you need treatment with pharmaceuticals, particularly oncology (cancer) treatment which can cost tens of thousands of dollars.

Travellers entering Australia may bring in medicines and medical devices for immediate use and to import small quantities for personal use. For more information see the Therapeutic Goods Administration website - [Entering Australia](#) and [Personal Importation Scheme](#).

Where can I purchase OSHC?

OSHC is offered by certain insurers under a [Deed of Agreement](#) with the Department of Health to provide adequate health insurance to students at a reasonable cost. Only a small number of registered health insurers offer OSHC:

Health Insurer	Insurers website
ahm OSHC	www.ahmoshc.com
Allianz Global Assistance (Peoplecare Health)	www.allianzassistancehealth.com.au/en/student-visa-oshc/
BUPA Australia	www.bupa.com.au/health-insurance/oshc
CBHS International Health	www.cbhsinternationalhealth.com.au/overseas-students-oshc
Medibank Private	www.medibank.com.au
NIB OSHC	www.nib.com.au

External Links

- > [Department of Home Affairs - Student Visa 500](#)
- > [Medicare - Health Care for visitors to Australia](#)

Where can I purchase OSHC?

OSHC is offered by certain insurers under a [Deed of Agreement](#) with the Department of Health to provide adequate health insurance to students at a reasonable cost. Only a small number of registered health insurers offer OSHC:

Health Insurer	Insurers website
ahm OSHC	www.ahmoshc.com
Allianz Global Assistance (Peoplecare Health)	www.allianzassistancehealth.com.au/en/student-visa-oshc/
BUPA Australia	www.bupa.com.au/health-insurance/oshc
CBHS International Health	www.cbhsinternationalhealth.com.au/overseas-students-oshc
Medibank Private	www.medibank.com.au
NIB OSHC	www.nib.com.au

DEED

between

THE COMMONWEALTH OF AUSTRALIA

as represented by

THE DEPARTMENT OF HEALTH

and

in relation to

**THE PROVISION OF OVERSEAS STUDENT HEALTH
COVER**

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THIS DEED is made on the ----- day of----- 2016

between

THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') ABN: 83 605 426 759 as represented by the Department of Health ('the Department')

and

being a private health insurer registered, or taken to be registered, under Division 3 of Part 2 of the *Private Health Insurance (Prudential Supervision) Act 2015* for the purposes of conducting health insurance business and health related business ('the Insurer').

WHEREAS

1. The Commonwealth requires the provision of health insurance to Overseas Students, which has the following as its purposes:
 - (a) to ensure that the cost of health insurance does not serve as a disincentive to prospective Overseas Students coming to Australia to study;
 - (b) to ensure that Overseas Students and the Dependents of Overseas Students have access to affordable medical and hospital treatment while studying in Australia;
 - (c) to minimise the risk of personal financial crisis for Overseas Students requiring medical treatment;
 - (d) to minimise the risk of bad debt to hospitals, doctors and other health professionals;
 - (e) to ensure the costs of providing health services to government sponsored students are clearly attributable;
 - (f) to ensure that there is no, or minimal, cost to the Australian taxpayer for the provision of health services to Overseas Students; and
 - (g) to ensure that a level of service is available enabling Overseas Students accessibility and a clear understanding of their benefits.
2. The Insurer has offered to provide OHSC to Overseas Students.
3. The Commonwealth has accepted the Insurer's offer on the terms and conditions appearing herein.
4. This Deed is a written agreement between the Insurer and the Commonwealth for the purposes of the definition of 'overseas student health insurance contract' in sub rule 18(2) of the Health Insurance Business Rules made under section 333-20 of the Act.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION AND OPERATION OF DEED

'Act' means the *Private Health Insurance Act 2007*.

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

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

'Dependant' means a person who is :

- (a) a spouse or de facto partner of an Overseas Student; or
- (b) a child or step-child of an Overseas Student who is unmarried and has not turned 18.

'DIBP' means the Department of Immigration and Border Protection.

'Emergency Treatment' means the 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, 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.

'Financial Year' means the period 1 July to 30 June.

'Health Benefits Fund Policy Rules' means the *Private Health Insurance (Health Benefits Fund Policy) Rules* made in accordance with section 333-20 of the Act.

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

'insured group' means the groups as set out in rule 5(1)(a) of the Complying Product Rules.

'Medical Practitioner' has the same meaning as in the *Health Insurance Act 1973*.

'Medicare Benefits Schedule' means the table consisting of the tables prescribed under sections 4, 4AA and 4A of the *Health Insurance Act 1973*.

'OSHC' means overseas student health cover under which the Insurer offers Overseas Student Health Insurance Contracts to Overseas Students with the benefits set out in clause 7.

'OSHC product' means all Overseas Student Health Insurance Contracts issued by the Insurer:

- (a) that cover the same treatments;
- (b) that provide benefits worked out the same way; and
- (c) whose terms and conditions are the same as each other.

'Overseas Student' has the same meaning as in Rule 18 of the *Private Health Insurance (Health Insurance Business) Rules*.

'Overseas Student Health Insurance Contract' has the same meaning as in Rule 18 of the Health Insurance Business Rules.

'Party' or 'Parties' means a party or the parties to this Deed.

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

'Reserves' means the amount of contributions received by the Insurer less the amounts it has paid out for benefits and administration costs.

'Risk Equalisation Administration Rules' mean the *Private Health Insurance (Risk Equalisation Administration) Rules* made in accordance with section 333-25 of the Act.

'Risk Equalisation Policy Rules' means the *Private Health Insurance (Risk Equalisation Policy) Rules* made in accordance with section 333-20 of the Act.

'Risk Equalisation Levy Rules' means the *Private Health Insurance Risk Equalisation Levy Rules* made in accordance with the *Private Health Insurance (Risk Equalisation Levy) Act 2003*

'Rules' means the rules devised by the Insurer which sets out its requirements in relation to the provision of OSHC and with which a member must comply.

'Student Visa' has the meaning given by subsection 5(1) of the *Migration Act 1958*.

- 1.2 Unless the contrary intention appears, a reference in this Deed to rules made under the Act is a reference to those rules as in force from time to time.

2. PERIOD OF THE DEED

- 2.1 This Deed shall commence on 1 July 2016 and shall expire on 30 June 2021 unless:
- (a) this Deed is terminated in accordance with clause 16 or 17,
 - (b) both Parties, by written agreement reached no later than 3 months prior to 30 June 2021, extend the period for the provision of OSHC for a maximum of 1 year from 30 June 2021.

3. RULES

- 3.1 Any Rules produced by the Insurer concerning the operation of the OSHC shall not be inconsistent with the Health Insurance Business Rules, the Health Benefits Fund Policy Rules or the terms of this Deed and will be made available to OSHC members upon request.

- 3.2 The Insurer will provide the Department with a copy of the Rules at least 14 days prior to the proposed date of the Rules coming into effect.
- 3.3 Both Parties acknowledge that the Department, in its sole discretion, can require the Rules to be altered, amended or abandoned. Subject to subclause 6.7, the Department will not unreasonably require an alteration, amendment or abandonment of any Rule which is a commercial decision of the Insurer.

4. OSHC IN HEALTH BENEFITS FUND

- 4.1 Both Parties note that OSHC is 'health-related business' as defined in section 131-15 of the Act and the Insurer agrees to include OSHC business in a health benefits fund conducted by the Insurer and to deal with the health benefits fund in accordance with the Act.
- 4.2 Both Parties note that benefits paid out under OSHC are not 'eligible benefits' as defined in the, Risk Equalisation Policy Rules and that risk equalisation (as defined in Part 6-7 of the Act, the *Private Health Insurance (Risk Equalisation Levy) Act 2003*, the Risk Equalisation Levy Rules and the Risk Equalisation Administration Rules does not apply to OSHC.
- 4.3 The Commonwealth will not underwrite the operations of OSHC.
- 4.4 Both Parties note that the Insurer must comply with the community rating requirements in relation to OSHC as set out in rule 9 of the Health Benefits Fund Policy Rules.
- 4.5 Both Parties agree that the premiums payable under OSHC must, at all times, generate adequate income to enable the requirements of this Deed to be met.
- 4.6 The Insurer agrees to provide the Department with supporting information and documentation upon request. Such information and documentation may include but is not limited to:
- (a) claims expenditure;
 - (b) claims experience;
 - (c) income generated by premiums;
 - (d) administration costs; and
 - (e) state of Reserves.

5. MEMBERSHIP CARDS

- 5.1 The Insurer must provide each Overseas Student who enters into OSHC with the Insurer with a membership card which clearly indicates that the Overseas Student is covered by OSHC.

5.2 Provided the contribution and relevant information to enable the membership to be established has been received by the Insurer, the membership card is to be provided to the Overseas Student within 4 weeks of entering into OSHC with the Insurer.

6. PREMIUMS AND REFUNDS

6.1 The Insurer agrees that one premium shall be set for each insured group, for each of the OSHC products offered, which covers Overseas Students from all States and Territories.

6.2 The Insurer may offer more than one type of OSHC product covering Overseas Students from each insured group described in subclause 6.1. In accordance with clause 7.6, each OSHC product may provide benefits above the minimum benefits set out in clause 7.1.

6.3 The Insurer agrees that its OSHC products that cover an Overseas Student and Dependants of the Overseas Student will provide coverage for the Overseas Student and any Dependants of the Overseas Student whilst residing in Australia.

6.4

(a) The Insurer should limit any changes to its OSHC premiums, including increases, to once during each Financial Year with the change being announced by 30 September of the current Financial Year and the change to take effect in the same Financial Year.

(b) The Insurer must apply to the Department for approval of any proposed annual premium increase for an insured group premium by submitting the proposed increase to the Department, in a form determined by the Department, by 30 August each Financial Year.

(c) The Insurer must notify the Department of any proposed annual premium decrease for an insured group premium in writing prior to the decrease taking effect.

6.5

(a) Following an application for approval by the Insurer under paragraph 6.4(b), the Department will approve in writing any increases in any Financial Year in an insured group premium by no later than 20 September, unless the Department is satisfied that the proposed annual premium increase would be contrary to the public interest.

6.6 Should the Insurer be required to increase its OSHC premiums more than once in a Financial Year it must obtain the approval of the Department prior to any second or subsequent increase being implemented.

6.7 When seeking a second increase in a Financial Year to its OSHC premiums the Insurer must submit, in addition to its application, the information and documentation listed in subclause 4.6. The Department will only approve a second increase in the premium if the Insurer can demonstrate that its Reserves are such that there is an immediate prospect of the Insurer being unable to meet the requirements of this Deed. The Department will advise the Insurer of its decision within one month of the date of the Insurer's application.

6.8 The Insurer must not refund any premiums unless:

- (a) an Overseas Student has not come to Australia to take up studies and an application is made to the Insurer whereupon the full amount of the premium shall be refunded;
- (b) an Overseas Student has paid the premium on the basis of an extended stay but the extension of authorised stay was not granted by DIBP and an application has been made to the Insurer;
- (c) an Overseas Student is obliged to cease studies and leave Australia before the end of a period of approved stay for reasons beyond the control of the Overseas Student and an application has been made for a refund of an amount equal to the balance of cover for which premiums have been paid;
- (d) an Overseas Student has been granted permanent residence in Australia, or an Australian visa (other than a Student Visa), and an application has been made for a refund of an amount equal to the balance of cover for which premiums have been paid from the date that permanent residence or other visa was granted;
- (b) an Overseas Student can prove to the Insurer that they were not resident in Australia for a continuous period of 3 months or more but whilst holding a valid Student Visa; or
- (f) an Overseas Student can provide proof of OSHC provided by another insurer which includes the period covered by the Insurer.

6.9 Any fee charged by the Insurer for processing refunds will be noted in the Rules.

6.10 At the time OSHC is first purchased, the Insurer agrees to use its best endeavours to obtain an Overseas Student's permission to provide their name and contact details to DIBP if the Overseas Student has their premium refunded for whatever reason, or the Overseas Student cancels their policy.

6.11 The Insurer agrees, where an Overseas Student has given his or her permission to do so, to provide DIBP with the name and contact details of any Overseas Student, if that Overseas Student receives a premium refund for whatever reason or has cancelled their OSHC.

7. BENEFITS PAYABLE BY THE INSURER

7.1 The Insurer must pay benefits to an Overseas Student or a Dependent of the Overseas Student, upon acceptance by the Insurer that a valid OSHC claim has been made, for the following services and at a rate at least equivalent to the rates (if any) set out below:

- (a) out-of-hospital medical services – the benefit amount as listed in the Medicare Benefits Schedule;
- (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 and 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 – no gap prostheses and gap permitted prostheses as listed in the Prostheses Rules;
- (e) private hospital/registered day hospital facility – 100% of the charges for all insurable costs raised by a contracted hospital with a minimum of shared ward accommodation;
- (f) benefits for expenses exceeding the equivalent of the current Pharmaceutical Benefits Scheme patient contribution for general beneficiaries, up to \$50 per pharmaceutical item, prescribed and dispensed by a registered practitioner recognised by the health fund with a maximum benefit of \$300 per calendar year per single membership and \$600 per family membership; and
- (g) ambulance services – 100% of the charge for transport by an ambulance provided by or under an arrangement with an approved ambulance service when medically necessary for admission to hospital or for emergency treatment.

7.2 No waiting periods will apply to claims except as stated in clause 8.

7.3 The Insurer shall fully inform an Overseas Student of instances where extra charges could be incurred by the Overseas Student for services provided to the Overseas Student or a Dependant of the Overseas Student, for instance, in cases where the Overseas Student or the Dependant of the Overseas Student was treated in a non-contracted hospital.

7.4 The benefits payable under OSHC are not to exceed the costs incurred by an Overseas Student or a Dependant of the Overseas Student.

7.5 Any OSHC product that covers an Overseas Student must provide benefits to a Dependant of the Overseas Student to the same level as the benefits payable to the Overseas Student.

7.6 The Insurer may offer a higher level of benefits under an OSHC product as determined by the Insurer in addition to the benefits set out in subclause 7.1. The additional cover must only be related to the provision in Australia of the services or treatments listed in subrule 18(2) of the Health Insurance Business Rules to an Overseas Student or a Dependant of the Overseas Student.

7.7 Each OSHC product must comply with the benefits payable as set out in subclause 7.1.

7.8 The Insurer must offer one OSHC product which does not offer any additional benefits to the matters set out in subclause 7.1 and which does not pay benefits for matters referred to in subclause 8.1.

7.9 The Insurer will ensure that information for each OSHC product will be made publicly available.

8. BENEFITS NOT PAYABLE

8.1 Under OSHC, the Insurer is not required to pay benefits for:

- (a) services and treatment rendered as part of an assisted reproductive program, including but not limited to in-vitro fertilisation;
- (b) treatment rendered outside of 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 the Insurer agrees, that an Overseas Student or a Dependant of the Overseas Student required Emergency Treatment in Australia. The Insurer 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 the Insurer agrees, that an Overseas Student or a Dependant of the Overseas Student required Emergency Treatment in Australia. The Insurer will not unreasonably withhold its agreement;
- (f) treatment of secondary conditions or disabilities directly arising from the conditions or disabilities to which subclause 8.1(d) applies will be treated in accordance with the provisions of subclause 8.1(d);
- (g) treatment rendered to an Overseas Student or a Dependant of the Overseas Student for a pregnancy related condition 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 the Insurer agrees, that an Overseas Student or the Dependant of the Overseas Student required Emergency Treatment in Australia. The Insurer 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; and
- (j) elective cosmetic surgery.

8.2 In regard to matters not referred to in subclauses 7.1 and 8.1, the maximum period of time that an Overseas Student or a Dependant of the Overseas Student is not entitled to a benefit under an OSHC product is two months.

8.3 For the purposes of clause 8 of this Deed, 'arrival in Australia' means the point in time that an Overseas Student or a Dependant of the Overseas Student is first in Australia and the Overseas Student holds a Student Visa.

8.4 For the purpose of clause 8 of this Deed, an Overseas Student or a Dependant of the Overseas Student insured under an Overseas Student Health Insurance Contract has a '**pre-existing condition**' if:

- (a) the Overseas Student or the Dependant of the Overseas Student has an ailment, illness or condition; and
- (b) in the opinion of a Medical Practitioner appointed by the Insurer that issued the Overseas Student Health Insurance Contract, the signs or symptoms of that ailment, illness or condition existed at any time in the period of 6 months ending on the day on which the Overseas Student or the Dependant of the Overseas Student arrived in Australia. In forming this opinion, the Medical Practitioner must have regard to any information in relation to the ailment, illness or condition that the Medical Practitioner who treated the ailment, illness or condition gives him or her.

9. PERIODS OF COVER

9.1 It is a Student Visa requirement that evidence of continuous OSHC for the proposed duration of the Student Visa be provided to DIBP before a Student Visa will be granted. The duration of the Student Visa will be determined by the length of OSHC purchased.

9.2 The Insurer agrees to provide OSHC to an Overseas Student for the proposed duration of the Student Visa that the Overseas Student intends to apply for as advised by that Overseas Student.

10. CONSULTATIVE GROUP

10.1 The Commonwealth may establish a Consultative Group to consider issues and make recommendations in relation to OSHC and the Deed.

10.2 If a Consultative Group is established, the Insurer agrees to participate in meetings as reasonably required by the Commonwealth.

11. ENTIRE AGREEMENT AND VARIATION

11.1 This Deed constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Deed.

11.2. No agreement or understanding varying this Deed shall be legally binding upon either party unless in writing and signed by both parties.

12. SUBCONTRACTORS

12.1 The Insurer shall not, without prior written approval of the Commonwealth, subcontract the performance of any part of the OSHC. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit.

12.2 The Insurer shall be fully responsible for the performance of the OSHC notwithstanding that the Insurer has subcontracted the performance of any part of those services.

12.3 Despite any approval given by the Commonwealth, the Insurer shall be responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Deed.

13. CONFIDENTIALITY

13.1 Both Parties agree not to disclose to any person other than the other Party, any confidential information relating to this Deed.

13.2 Both Parties agree not to disclose to any person other than the other Party, any information which is confidential to the other Party.

13.3 Either Party shall have the right to request the other Party to sign a Deed of Confidentiality in relation to a specific piece of confidential information.

13.4 The obligations on the Parties under this clause 13 will not be taken to have been breached where the information referred to is legally required to be disclosed.

13.5 This clause 13 will survive the expiration or termination of this Deed.

14. PROTECTION OF PERSONAL INFORMATION

14.1 In this clause 14, "personal information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

14.2 The Insurer agrees with respect to the provision of OSHC to:

- (a) use personal information held in connection with the Deed only for the purposes of fulfilling its obligations under the Deed;
- (b) take all reasonable measures to ensure that personal information in its possession or control in connection with this Deed is protected against loss and unauthorised access, use, modification or disclosure;
- (c) comply with those Australian Privacy Principles which concern the security, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the Insurer is undertaking under the Deed, as if the Insurer were a record-keeper as defined in the *Privacy Act 1988*;
- (d) co-operate with any reasonable demands or inquiries made by the Department on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request from the Department to comply with a guideline concerning the handling of personal information;
- (e) ensure that any person who has an access level which would enable that person to obtain access to any personal information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles and other obligations referred to in this clause 14;

- (f) comply insofar as is practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information;
- (g) comply as far as practicable with any reasonable direction of the Commonwealth to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Insurer that the Privacy Commissioner considers breaches the obligations in this clause 14; and
- (h) indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Insurer under this clause 14 or any misuse of personal information by the Insurer or any disclosure by the Insurer in breach of an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise.

14.3 The indemnity referred to in clause 14.2(h) shall survive the expiration or termination of this Deed.

15. INDEMNITY

15.1 Subject to the provisions of this Deed, the Insurer shall at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause 15 referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Insurer, its officers, employees, agents or subcontractors in connection with this Deed.

15.2 The Insurer's liability to indemnify the Commonwealth under clause 15.1 shall be reduced proportionately to the extent that any act or omission of the Commonwealth or its officers, employees or agents contributed to the loss or liability.

15.3 The indemnity referred to in clause 15.1 shall survive the expiration or termination of this Deed.

16. TERMINATION AND REDUCTION

16.1 The Commonwealth using its best endeavours to give at least 60 days notice, may at any time by written notice, terminate this Deed, or reduce the scope of the OSHC. If this Deed is so terminated or reduced in scope, the Commonwealth shall be liable only for any reasonable costs incurred by the Insurer and directly attributable to the termination or reduction.

16.2 Upon receipt of a notice of termination or reduction the Insurer shall:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination or reduction; and
- (c) in the case of reduction in the scope of the OSHC, continue work on that part of the OSHC not affected by the notice.

17. DEFAULT

- 17.1 If either party is in default under this Deed on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Deed, the party not in default may, subject to subclause 17.2, by notice in writing to the other party, terminate this Deed without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 17.2 Where the default is capable of being remedied, a party shall not exercise its rights of termination under subclause 17.1 unless it has first given to the other party notice in writing specifying the default and requiring the other party to remedy it within the time (being not less than 10 business days) specified in the notice and the default is not remedied within the time allowed.
- 17.3 If the Insurer goes into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors, the Commonwealth may, by notice in writing, terminate this Deed without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

18. DISPUTE RESOLUTION

- 18.1 Subject to subclause 18.4, before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Deed including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 18.2 If a dispute is not settled by the parties within 10 business days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanisms as may be agreed in writing between the parties.
- 18.3 Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Deed.
- 18.4 A party may commence court proceedings relating to any dispute arising from this Deed at any time where that party seeks urgent interlocutory relief.
- 18.5 This clause 18 shall survive the expiration or termination of this Deed.

19. ASSIGNMENT AND NOVATION

- 19.1 The Insurer shall not assign, in whole or in part, its rights and obligations under this Deed without the prior written approval of the Commonwealth.
- 19.2 The Insurer shall not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Deed without first consulting the Commonwealth.

20. SEVERABILITY

- 20.1 Each provision of this Deed and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

21. APPLICABLE LAW

- 21.1 This Deed shall be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties agree, subject to the Deed, that the Courts of that Territory shall have jurisdiction to entertain any action in respect of, or arising out of, this Deed.

22. NOTICES

- 22.1 Any notice, request or other communication to be given or served pursuant to this Deed shall be in writing and dealt with as follows:
- (a) if given by the Insurer to the Commonwealth - addressed and forwarded to the Assistant Secretary, Private Health Insurance Branch;
 - (b) if given by the Commonwealth to the Insurer - signed by the Commonwealth and forwarded to the Insurer at the address indicated at the commencement of this Deed.
- 22.2 Any notice, request or other communication shall be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is transmitted electronically a copy is to be sent to the addressee by pre-paid post.
- 22.3 Any notice, request or other communication will be deemed to have been received:
- (a) if delivered by hand, on the date of delivery;
 - (b) if sent by pre-paid post within Australia, upon the expiration of two business days after the date on which it was sent; and
 - (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

SIGNED AS A DEED

Signed, sealed and delivered by
THE COMMONWEALTH OF AUSTRALIA by:

.....
(Printed name)

.....
(Signature)

in the presence of

.....
(Printed name)

.....
(Signature)

.....
(Date)

Signed, sealed and delivered by
----- **LIMITED** by:

.....
(Printed name)

.....
(Signature)

a duly authorised officer of:

in the presence of

.....
(Printed name)

.....
(Signature)

.....
(Date)