

# DUAL

making relationships count

## VOLUNTARY WORKERS POLICY WORDING





**Voluntary Workers  
Group Personal Accident Insurance  
Product Disclosure Statement and Policy Wording**

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# VOLUNTARY WORKERS GROUP PERSONAL ACCIDENT INSURANCE

## Product Disclosure Statement (PDS)

### About DUAL Australia Pty Ltd

DUAL Australia Pty Ltd (DUAL Australia), is an underwriting agency committed to delivering innovative insurance solutions to the Accident and Health Insurance Market. DUAL Australia forms part of DUAL International which is headquartered in London, the centre of the world's largest insurance marketplace. DUAL Australia, has been established since April 2004, and DUAL International since 1998.

DUAL International is part of the Hyperion Insurance Group. For more information about Hyperion visit [www.hyperiongrp.com](http://www.hyperiongrp.com).

### Who is the Insurer?

DUAL Australia underwrites exclusively on behalf of certain underwriters at Lloyd's. Lloyd's of London is an APRA regulated insurer.

### About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

### General Insurance Code of Practice

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and a subscriber to the General Insurance Code of Practice (the Code). The Code sets minimum standards a general insurer must meet in supplying its products and services. DUAL Australia is a proud supporter of the Code. **you** can obtain a copy of the Code at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help **you** understand the cover offered under this **policy** and provide **you** with sufficient information to enable **you** to compare and make an informed decision about whether to purchase this **policy**. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the **policy** including the BENEFITS and conditions, YOUR rights as a client and other things **you** need to know in order to make an informed decision.

**You** should read the **policy wording** section in this document and the **schedule** of this insurance, to obtain a complete description of all the **benefits**, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **you** keep them in a safe place for future reference.

Certain words in this PDS and **policy wording** have special meanings that are set out in the definitions sections contained within this document.

### General Advice

Any general advice contained within this **policy wording**, PDS or accompanying documents does not take into account **your** or any **insured person's** personal situation, financial objectives, or needs.

### Voluntary Workers Group Personal Accident Insurance

The **policy** provides for the payment of **benefits** if an **insured person** dies, becomes disabled or suffers **injury**. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** Insurance Broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

## Summary of the Benefits of the Voluntary Workers Group Personal Accident Policy

The **policy** has a number of **benefits**. Some of the significant policy **benefits** are listed below. For full details of all the **benefits** and limits of the **policy** you should read **your policy schedule** which outlines the sums insured, and the coverage sections and tables of **insured events** contained within the **policy wording** attached to this PDS.

Some of the significant **benefits** of the **policy** include:

- a) Lump Sum Death **benefits** as a result of **injury**;
- b) Lump Sum **benefits** as a result of disablement;
- c) Loss of **salary benefits** as a result of **injury**;
- d) Lump Sum **benefits** for **injury to teeth**;
- e) Lump Sum **benefits** for **fracture(d)** bones;
- f) Lump Sum Surgical **benefits** for certain **insured events**;

Please refer to the **policy wording** for details of **benefits** and conditions that apply.

The maximum we will pay for all claims under this **policy** during any one **insurance period** is the **aggregate limit of liability** shown in the **schedule**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

There is a **sublimit of liability** shown in the **schedule** in relation to claims arising out of **non scheduled flights**.

## Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no **benefits** are payable at all include where loss results from self inflicted injury, illegal acts, the use of alcohol or drugs, **war** or **civil war**, an **insured person** piloting an aircraft, participating in or training for a professional sport, pregnancy or childbirth, nuclear activity, AIDS or HIV, mental illness or a **pre-existing condition**.

There are also limitations on some **benefits**. It is important **you** read the **policy wording** together with the **schedule** so that **you** understand the extent of the cover and its limitations. **You** should specifically read the General Conditions and General Exclusions in the **policy wording** to make sure the cover **we** provide matches **your** expectations.

## The Cost of the Insurance Policy and paying your premium

**We** shall provide the cover described in the **policy wording**, subject to its terms and conditions, for the **insurance period**.

The cover under the **policy** commences upon the payment of the **premium** unless otherwise agreed in writing. The cost of **your policy** is the total premium including taxes and charges due as detailed on the **schedule**.

The premium is calculated on **your** specific risk profile which may include:

- a) the sums insured;
- b) the **insured persons'** medical history, age and claims history;
- c) any restrictions or extensions to the **policy** cover; and
- d) previous insurance history.

**We** may increase or decrease **your** premium from the renewal date.

## Non Payment of Premium

**You** must pay **your** premium within the agreed credit terms otherwise **your policy** may not be in force.

If **you** do not pay **your** premium on time by the due date or **your** payment is dishonoured this **policy** will not come into force and **we** may;

- a) Lapse the **policy**;
- b) decline any claim under the **policy**.

### How to Apply for Voluntary Workers Group Personal Accident Insurance

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

### Your Duty of Disclosure

Before you enter into a contract of general insurance with **us**, you have a duty under the Insurance Contracts Act 1984, to disclose to **us** every matter that you know, or could reasonably be expected to know that may be relevant to **our** decision whether to accept the risk of the insurance and, if so on what terms. The duty of disclosure is different depending on whether it is a new **policy** or not.

Where you are renewing a contract of insurance **we** may request you answer one or more specific questions relevant to **our** decision in relation to the **policy** and/or **we** may give you a copy of any matters previously disclosed by you in relation to a previous contract of insurance you held with **us** and request you to disclose to **us** any change to those matters or confirm that there is no change. Again in such circumstances you must tell **us** everything you know or could be reasonably expected to know, in answer to such requests.

It is important that you understand you are answering the questions for yourself and anyone else to whom the questions apply.

Your duty, however, does not require disclosure of any matter:

- a) that diminishes the risk to be undertaken by **us**;
- b) that is of common knowledge;
- c) that **we** know or, in the ordinary course of its business, ought to know; and
- d) as to which compliance with your duty is waived by **us**.

This duty continues after the proposal form has been completed up until the time the **policy** is issued by **us**.

When answering any questions asked by **us** in **our** proposal or renewal form you must answer them honestly and completely. **We** will rely on the answers provided by you in deciding whether to insure you and anyone else to be insured under the **policy** and on what terms.

If you do not answer **our** questions in this way, **we** may reduce or refuse to pay a claim or cancel the **policy**. If you answer **our** questions fraudulently **we** may refuse to pay a claim and treat the **policy** as never having commenced.

### Cancelling Your Policy

This **policy** may be cancelled by you at any time by giving **us** notice in writing. Should you cancel your **policy**, **we** shall retain a pro rata proportion of the premium for the time the **policy** has been in force and unless you purchased the **policy** through an Insurance Broker, will pay any premium refund due to you within fifteen (15) business days (if you purchased the **policy** through an Insurance Broker ask your Broker what arrangements apply). You will not receive any refund if you have made a claim or a claim is forthcoming against the **policy** prior to cancellation.

**We** may cancel this **policy** in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*.

### Your Cooling-Off Period

You have the right to return the **policy** to **us** within twenty one (21) days from the date the **insurance period** commences ("cooling off period") unless a claim is made under the **policy** within this period.

If you return the **policy** during the cooling off period, **we** will refund the full amount of the premium less any taxes or duties payable and unless you purchased the **policy** through an Insurance Broker, will pay the amount due to you within fifteen (15) business days (if you purchased the **policy** through an Insurance Broker ask your Broker what arrangements apply). The **policy** will be terminated from the date **we** are notified of a request to return it. To return the **policy**, **we** must be notified in writing within the cooling off period.

This can be done by contacting **us** using the contact details found at the back of this PDS, or your Insurance Broker.

### Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, you should notify **us** in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the **insurance period**. You should ensure you include your **policy** number in this



correspondence.

**You** must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require. **we** may at **our** own expense have any **insured**, who is the subject of a claim under this **policy**, medically examined from time to time.

### Claim Offset

The weekly **benefits** payable for **insured event** 31 and 32 will be reduced by the amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the **benefit** payable under this **policy** will be the amount by which the **benefit** payable under this **policy** exceeds the other benefits to which the **insured person** is entitled.

### Taxation Implications

Depending upon **you** or **your** company's entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of **your** claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly **benefits**, for example under Section 4 (Weekly **benefits -injury**) in this **policy**, is subject to personal income tax and it is your responsibility to declare such **benefit** when completing your usual tax return.

Consult your tax accountant if you have any questions about your particular circumstances.

### Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Hyperion Insurance Group and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (0)2 9248 6300), email ([reception@dualaustralia.com.au](mailto:reception@dualaustralia.com.au)) or by visiting our website ([www.dualaaustralia.com.au](http://www.dualaaustralia.com.au)).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

### What type of personal information do we collect?

**We** act on behalf of certain underwriters at Lloyd's. **We** collect relevant personal information from insurance brokers for the purposes of writing insurance policies for the insurance companies that **we** represent. The personal information **we** collect will be collected on behalf of the insurance company or for our own administration of those policies. This personal information will usually include name, age, gender, occupation, and contact details of applicants for insurance. Depending on the type of insurance cover required, **we** may also collect details of previous claims and financial details (e.g. properties owned by the insured) and criminal records.

**We** collect personal information about individuals who make claims against parties that **we** have covered for Voluntary Workers Group Personal Accident and Health Insurance products. For the purposes of assessing these type of claims, we will usually collect the name, age, gender, occupation, and contact details of the claimant. Depending on the type of claim, we may also collect details of the financial status of the claimant (e.g. loss of income).

**We** also collect some personal information of business contacts (names and contact details) for use in ordinary business dealings.

### How do we collect personal information?

#### 1. General

Personal information that relates to insurance policies and claims is normally provided to **us** by Insurance Brokers who have collected that information from insurance applicants. Occasionally personal information is provided to **us** directly from insurance applicants. We will also collect personal information from individuals' representatives who

make claims under our Voluntary Workers Group Personal Accident and Health Insurance policies. If information is forwarded to **us** either electronically (e.g. in an e-mail) or by sending it to **us** as a hard copy document, WE will collect that information and use it for the purposes for which it was provided to **us**. All information received is stored electronically in-house. Any information provided prior to December 2006 in hard copy, is stored at a secured off-site location with full and immediate retrieval access.

## 2. Website

**We** collect personal information from individuals who complete quote and contact forms on **our** website. **Our** website does not use cookies to collect personal information.

### How your personal information will be used?

**We** will use the personal information provided by Insurance Brokers to:

- a) assess the risk of underwriting insurance policies;
- b) provide quotes for underwriting services;
- c) assess and investigate claims;
- d) arrange insurance cover with the insurance company that **we** represent;
- e) carry out administration related to those services; and
- f) fulfil all legal and regulatory requirements of DUAL Australia Pty Ltd.

### Will my personal information be disclosed to a third party?

The personal information **we** collect will be treated as strictly confidential. **We** will forward relevant personal information to certain underwriters at Lloyd's. **We** may not forward all personal information collected to them. However, any such information will be available to them upon request.

As underwriters, **we** sometimes need to pass personal information to third parties for assistance in evaluating risk or responding to claims. Accordingly, for the purposes of maintaining **our** business, **we** may disclose personal information to any of the following third parties:

- a) insurance brokers;
- b) solicitors;
- c) claims management companies;
- d) loss adjusters;
- e) goods and service providers;
- f) surveyors; and
- g) as **we** may be required to do by law.

**Our** website host does not store any personal information that is entered into the forms provided on our web site.

**We** will take reasonable steps to ensure that any personal information disclosed to a third party is protected by that party in accordance with the Privacy Act.

### How you can access your personal information?

Upon written request, **you** may have access to your personal information held by DUAL Australia, except in circumstances where access may be denied under the Privacy Act. Examples of these circumstances are:

- a) where providing access will pose an unreasonable impact on the privacy of another individual;
- b) where providing access would be unlawful, would pose a threat to the life or health of an individual, may prejudice an investigation of possible unlawful activity or, may prejudice enforcement of laws; or
- c) where denying access is authorised by law.

To make a request for access to **your** personal information, please contact our Privacy Officer (contact details below). **We** will endeavour to respond to a request for personal information within 14 days.

If personal information is provided to **you** as the result of a request, **you** may be charged a fee for costs incurred in providing that information such as photocopying, administration and postage.

If access is denied **we** will provide **you** with reasons for **our** decision.

### How you can correct your personal information?

If **you** believe that the personal information we hold about **you** is inaccurate, incomplete or not up-to-date please let **us** know. Provided **we** agree with **you**, **we** will correct it. If **we** do not agree with **you**, we will place a statement of what **you** allege is correct where that information is kept and accessed.

### Will this privacy policy change?

**We** reserve the right to change this privacy policy at any time by publishing the varied privacy policy on **our** web site. The varied policy terms will apply from the date they are posted on **our** web site. You accept that by doing this, **we** have provided **you** with sufficient notice of the variation and agree **you** will be provided with no separate notification.

### Your consent

By asking **us** to quote or insure **you**, **you** consent to the collection and use of the information you have provided to **us** for the purpose described above.

### How to contact DUAL Australia Pty Ltd

If you have enquiries or wish to provide feedback about this privacy policy, please email or mail to the Privacy Officer at [reception@dualaustralia.com.au](mailto:reception@dualaustralia.com.au) or Level 6, 160 Sussex Street, Sydney NSW 2000.

### What to do if you have a complaint?

**You** are entitled to make a complaint to **us** and/or Lloyd's about any aspect of **your** relationship with us.

### Complaints Process

#### How can we help you?

There are established procedures for dealing with complaints and disputes regarding **your policy** or claim. All policyholders can take advantage of the complaints service.

#### Stage 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either **your** Lloyd's insurance intermediary (**us**) or to the administrator handling **your** claim in the first instance - in most cases this will resolve **your** grievance.

They will respond to **your** complaint within fifteen (15) business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with **you**. **You** will also be kept informed of the progress of **your** complaint.

#### Stage 2

In the unlikely event that this does not resolve the matter or **you** are not satisfied with the way **your** complaint has been dealt with, **you** should contact:

**Lloyd's Australia Limited**  
Level 9, 1 O'Connell Street  
Sydney NSW 2000

**Telephone: (02) 8298 07800**  
**Facsimile: (02) 8298 0788**  
**Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)**

When **you** lodge **your** dispute with Lloyd's, they will usually require the following information:

- a) Name, address and telephone number of the policyholder;
- b) The type of insurance policy involved;
- c) Details of the policy concerned (policy and/or claim reference numbers, etc.);
- d) Name and address of the insurance intermediary through whom the policy was obtained;
- e) Details of the reasons for lodging the complaint;



- f) Copies of any supporting documentation **you** believe may assist Lloyd's in addressing **your** dispute appropriately.

Following receipt of **your** complaint, **you** will be advised whether **your** dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- i. Where **your** complaint is eligible for referral to the Australian Financial Ombudsman Service (FOS), **your** complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **your** dispute.
- ii. Where **your** complaint is not eligible for referral to the Australian FOS, Lloyd's Australia will refer **your** complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with **you**.

#### How long will the Stage 2 process take?

**Your** complaint will be acknowledged in writing within five (5) business days of receipt, and **you** will be kept informed of the progress of Lloyd's review of **your** complaint at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** complaint within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

#### External Dispute Resolution

If **your** complaint is not resolved in a manner satisfactory to **you**, **you** may refer the matter to the Financial Ombudsman Service (FOS). FOS can be contacted by post GPO Box 3, Melbourne VIC 3001 or phone 1300 780 808, [www.fos.org.au](http://www.fos.org.au).

FOS is an independent body that operates nationally in Australia and aims to resolve disputes between **you** and **your** insurer. **your** dispute must be referred to the FOS within two (2) years of the date of Lloyd's final decision. Determinations made by FOS are binding upon US.

#### How much will this procedure cost you?

This procedure is free of charge to policyholders.

#### Service of Suit Clause (Australia)

The Underwriters hereon agree that:

- (a) In the event of a dispute arising under this **policy**, Underwriters at the request of the **insured** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

**Lloyd's Australia Limited  
Level 9, 1 O'Connell Street  
Sydney NSW 2000**

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the **insured** to give a written undertaking to the **insured** that he will enter an appearance on Underwriters' behalf.

- (c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

#### Preparation Date

This PDS was prepared on 31<sup>st</sup> May 2016.

#### Updating this PDS

Information in this PDS may need to be updated from time to time. **you** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker, Should this PDS need to be updated we will provide **you** with a new PDS or a Supplementary PDS outlining these changes.

# Voluntary Workers Group Personal Accident Insurance

## Policy Wording

### General definitions under the policy

In the **policy** and PDS:

**Accidental death** means death occurring as a result of an **injury**.

**Aggregate limit of liability** means the maximum amount we will pay for all claims arising from **insured events** which occur during the **insurance period**. The **aggregate limit of liability** is shown in the **schedule**.

**Benefit(s)** means any **benefit** to which an **insured person** is entitled under this **policy**.

**Benefit period** means the maximum period for which a weekly **benefit** payment may be paid to or for the benefit of an **insured person**.

**Civil war** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

**Dentist** means a legally registered dental practitioner who is not an **insured person** or their relative.

**Direct travel** means travel between an **insured person's place of residence** and his or her place of **voluntary work** and shall include any minor deviations or interruptions which in no way increase the risk of **injury** that would have normally arisen had the **insured person** travelled directly.

**Doctor** means a legally registered medical practitioner who is not an **insured person** or their relative.

**Excess period** is the period stated in the **schedule** during which no **benefits** are payable for **temporary total disablement** or **temporary partial disablement**. The number of days constituting each **excess period** must be served consecutively.

**Foot** means the entire **foot** below the ankle.

**Fracture(d)** means a break or crack of a bone.

**Hand** means the entire **hand** below the wrist.

**Insurance period** means the period stated in the **schedule**.

**Insured** means the entity or entities specified as the **insured** in the **schedule**.

**Insured event(s)** means the event(s) described in each Table of Events as set out in Sections 1, 2, 3, 4, 5 and 6 and are defined by individual number.

**Insured person** means such person or persons as defined in the **schedule** with respect to whom premium has been paid.

**Injury** means bodily **injury** to an **insured person** resulting from an accident which is an external event that occurs fortuitously during the **insurance period** which results in any of the **insured events** within twelve (12) calendar months from the date of the **injury**. **Injury** does not include:

- a) any consequences of an **injury** which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b) an aggravation of a **pre-existing condition**;
- c) any other **pre-existing condition**;
- d) any degenerative condition.

**Limb** means the entire **limb** between the shoulder and the wrist or between the hip and the ankle.

**Loss** means loss of, by physical severance, or total and **permanent** loss of the effective use of the part of the body referred to in the Table of **benefits**.

**Non scheduled flight** means any flight that is not operating under a regular published flight schedule or timetable.

**Permanent** means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**Policy** means the **policy wording**, the PDS and the **schedule** and any additional endorsements which **we** subsequently issue to **you**.

**Policy wording** means this document.

**Pre-existing condition** means a condition which **you** were aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment for prior to the inception of the **policy**.

Any medical condition that an **insured person** has suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a **pre-existing condition**.

**Salary** means:

- i. the **insured person's** weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which the **insured person** has been employed;
- ii. for a self employed **insured person**, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the twelve (12) months prior to the **injury** or **sickness** or averaged over a shorter period if the **insured person** has been in that role for less than twelve (12) months.

**Schedule** means the **schedule** attached to the **policy wording** or subsequently substituted **schedule**.

**Sound and natural teeth** means a permanent tooth but does not include first or baby teeth, that are free of any pathological, functional or structural disorders at the time of **injury** and not having had any restorative treatment including, but not limited to fillings, root canals, caps, prostheses, orthodontia or other dental restorations in place at the time of the injury.

**Sublimit of liability** means the maximum amount we will pay for all claims for **insured events** arising out of **non scheduled flights** during the **insurance period**. The **sublimit of liability** is shown in the **schedule**.

**Temporary partial disablement** means the temporary inability of the **insured person** to participate in a substantial part of their usual employment, occupation or business activities, while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

**Temporary total disablement** means temporary disablement which totally restricts an **insured person** from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training.

**Total disablement** means disablement which totally restricts an **insured person** from performing his or her usual occupation or employment activities, or any other occupation or employment activities for which the **insured person** has the experience, skills, education or training. If the **insured person** is not employed, it means disablement which prevents the **insured person** from participating in any and every occupation for the remainder of his or her life.

**Voluntary worker** means an **insured person** who undertakes unpaid **voluntary work** on behalf of the **insured**.

**Voluntary work** means any unpaid work undertaken by an **insured person** on behalf of the **insured** and includes any necessary **direct travel**. **You/your** means the **insured** named in the **schedule**.

**War** means armed opposition, whether declared or not, between two countries.

**We/our/us** means DUAL Australia Pty Ltd (ACN 107 553 257) of Level 6, 160 Sussex Street, Sydney NSW 2000.

## Personal Accident - Injury

We will pay **benefits** as set in the Table of Events table numbers 1, 2, 3, 4 or 5 for an **injury** of an **insured person** if:

- a) The **injury** resulting in the **insured event** set out in the Table of Insured Events occurs during the **insurance period** and while the person is an **insured person**; and
- b) an amount is showing on the **schedule** for that **insured event** against Sections 1, 2, 3, 4 or 5; and
- c) all **insured events** occur within twelve (12) months of the **injury**.

### Section 1 – Lump Sum benefits

If, as a result of **injury**, an **insured person** suffers any of the **insured events** listed below in Table 1 we will pay the **benefit** set out in Table 1.

**Table of Insured Events – Table 1**

<b>Insured events</b>	<b>Benefit</b> As a percentage of the amount as shown against the <b>schedule on Section 1 – Lump Sum Benefits</b>
1. <b>Accidental death</b>	100%
2. <b>Permanent total disablement</b>	100%
3. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>	100%
4. <b>Loss</b> of sight of both eyes	100%
5. <b>Loss</b> of sight of one (1) eye	100%
6. <b>Loss</b> of one or more <b>Limbs</b>	100%
7. <b>Loss</b> of the lens of both eyes	100%
8. <b>Loss</b> of the lens of one (1) eye	60%
9. <b>Loss</b> of hearing in both ears	100%
10. <b>Loss</b> of hearing in one (1) ear	20%
11. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
12. <b>Loss</b> of four fingers and thumb of either <b>hand</b>	50%
13. <b>Loss</b> of four fingers of either <b>hand</b>	50%
14. <b>Loss</b> of one thumb (two (2) joints) of either <b>hand</b> - each	30%
15. <b>Loss</b> of one thumb (one (1) joint) of either <b>hand</b> - each	15%
16. <b>Loss</b> of one finger (three (3) joints) of either <b>hand</b> - each	15%
17. <b>Loss</b> of one finger (two (2) joints) of either <b>hand</b> - each	10%
18. <b>Loss</b> of one finger (one (1) joint) of either <b>hand</b> - each	5%

19. <b>Loss</b> of all toes of either <b>foot</b>	15%
20. <b>Loss</b> of great toe (two (2) joints) of either <b>foot</b>	5%
21. <b>Loss</b> of great toe (one (1) joint) of either <b>foot</b>	3%
22. <b>Loss</b> of toes, other than great toe, of either <b>foot</b> - each Toe	1%
23. Fractured leg or patella with established non union	10%
24. Shortening of a leg by at least 5cm	7.5%
25. <b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 8 and 10-25 inclusive.	Such a percentage of the amount showing against the <b>schedule</b> as we shall in <b>our</b> absolute discretion determine and being in <b>our</b> opinion consistent with the <b>benefits</b> provided under <b>insured events</b> 8 and 10-25 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Section 1 Lump Sum <b>Benefits</b> .

## Section 2 – Surgical Lump Sum Benefits - Injury Resulting In Surgery

If, as a result of **injury** occurring outside Australia, an **insured person** suffers any of the **insured events** listed below in Table 2 we will pay the **benefits** set out in Table 2.

Cover only applies for an **insured event** under Section 2 if:

- an amount is shown on the **schedule** against Section 2 - Surgical Lump Sum **Benefits, Injury** Resulting in Surgery;
- the surgery is undertaken outside and before **your** return to Australia; and
- the **injury** results directly in the **insured event** and the surgery is carried out within twelve (12) months of the date of **injury**.

**Table of Insured Events – Table 2**

<b>Insured events</b>	<b>Benefits</b> As a percentage of the amount shown against the <b>schedule</b> on Section 2 – Lump Sum <b>Benefits – Injury</b> Resulting in Surgery
26. Craniotomy	100%
27. Amputation of <b>limb</b>	50%
28. Fracture of a <b>limb</b> requiring open reduction	50%
29. Dislocation requiring open reduction	25%
30. Any other surgical procedure carried out under a general anaesthetic	5%

## Section 3 – Weekly Benefits – Injury

Cover only applies for an **insured event** under Section 3 if:

- an amount is shown on the **schedule** against Section 3 - Weekly **Benefits – Injury**; and

b) all **benefits** are subject to the **benefit period, excess period** and percentage of **salary** shown on the **schedule**.

**Table of Insured Events – Table 3**

Insured Events	Benefits
31. <b>Temporary total disablement</b>	During such disablement , the Weekly <b>benefit</b> shown on the <b>schedule</b> against Section 3, Weekly <b>Benefits – Injury</b> , but not exceeding the <b>salary</b> of the <b>insured person</b>
32. <b>Temporary partial disablement</b>	a) If the <b>insured person</b> returns to work in a reduced capacity, the <b>benefit</b> amount payable shall be the difference between the <b>benefit</b> payable for <b>insured event 31</b> and the <b>salary</b> of the <b>insured person</b> ; or  b) if the <b>insured person</b> does not return to work, the <b>benefit</b> payable shall be 25% of the compensation payable for <b>insured event 31</b> .

### Section 4 – Fractured Bones Benefits - Injury

If, as a result of **injury**, an **insured person** suffers any of the **insured events** listed below in Table 4, **we** will pay the **benefit** set out in Table 4.

Cover only applies for an **insured event** under Section 4 if:

- a) an amount is shown on the **schedule** against Section 4 - **Fractured Bones – Benefits - Injury**; and
- b) the **injury** results directly in the **insured event**.

**Table of Insured Events – Table 4**

Insured Events	Benefits
<b>Fracture of:</b>	As a percentage of the Sum shown against the <b>schedule</b> on Section 4 – <b>Fractured Bones</b>
33. Neck, skull, or spine (complete fracture)	100%
34. Hip, pelvis	75%
35. Shoulder blade	50%
36. Collarbone, upper leg	30%
37. Upper arm, kneecap, forearm, elbow	25%
38. Lower leg, jaw, wrist, cheek , ankle, <b>hand, foot</b>	20%
39. Rib	10%
40. Finger, thumb, toe	7.5%

The maximum benefit payable for any one **injury** resulting in fractured bones shall be the amount shown on the **schedule** against Section 4 – Fractured Bones **Benefits - Injury**.



## Section 5 – Dental Benefits - Injury

If, as a result of **injury**, an **insured person** suffers any of the **insured events** listed below in Table 5 we will pay the **benefit** set out in Table 5.

Cover only applies for an Insured Event under Section 5 if:

- a) An amount is shown on the **schedule** against Section 5 - Dental **Benefits Injury**; and
- b) the **injury** results directly in the **insured event**.

**Table of Insured Events – Table 5**

<b>Injury</b> resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the <b>injury</b> :	<b>Benefits</b> As a percentage of the sum insured shown on the <b>schedule</b> against on Section 5 – Dental <b>benefits</b> subject always to a limit of \$250 per tooth
41. <b>Loss of sound and natural teeth</b> resulting in prosthetic replacement – per tooth	100%
42. Damage to <b>sound and natural teeth</b> resulting in prosthetic restoration -per tooth	50%

The maximum **benefit** payable with respect to any one **injury** shall be \$250 per **tooth** up to a maximum of \$1,000 unless otherwise shown on the **schedule** against Section - 5 Dental **Benefits – Injury**.

## Section 6 - Additional benefits under the policy

### Non Medicare Medical Expenses

If an **insured person** suffers an **injury** during the **insurance period** and whilst engaged on authorised activities, **we** will pay the cost of the **non Medicare medical expenses**, provided they are incurred within twelve (12) months from the date of **injury**.

**Non Medicare medical expenses means** expenses paid to a **doctor, dentist**, a private hospital, nurse, physiotherapist, chiropractor, osteopath or emergency transport service for medical, surgical, x-ray, dental treatment, hospital or nursing treatment, including the cost of medical supplies and emergency transport hire.

**Non Medicare medical expenses** do not include:

- a) payment for any health services which within the meaning of the Commonwealth Private Health Insurance Act 2007 or the Private Health Insurance (Health Insurance Business) Rules 2009 would constitute the carrying on of health insurance business;
- b) any expense where a Medicare benefit is paid or payable including the balance of monies due or payable by the insured person after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the “Medicare gap”);
- c) any amounts recoverable by the **insured person** from any other source except for the excess of the amount recoverable from such other source;
- d) dental treatment unless such treatment is necessarily incurred to **sound and natural teeth** and is caused by **injury** and performed by a **dentist**.

The maximum **we** will pay for **non Medicare medical expenses** shall be limited to a maximum of one thousand five hundred (\$1,500) dollars and an **excess** of fifty (\$50) dollars applies to each and every claim.

### **Domestic Home Help**

If an **insured person** suffers an **injury** during the **insurance period** and is not in receipt of a pre-disability **salary** and entitled to claim a **benefit** under Section 3 – Weekly Benefits – Injury, **we** will pay for the cost of reasonably and necessarily incurred expenses of hiring domestic help and/or child-minding.

Covered expenses must be carried out by persons other than members of the **insured person's** family or other relatives or person's permanently living with the **insured person** and must be certified by a **doctor** as being necessary for the recovery of the **insured person**.

The **benefit** payable for Domestic Home Help shall be limited to five hundred (\$500) dollars per week payable for a maximum period of twenty-six (26) weeks. An **excess period** of seven (7) days applies.

### **Student Education Assistance**

If an **insured person** suffers an **injury** during the **insurance period** and is:

- a) not in receipt of a pre-disability **salary**; and
- b) is registered as a full time student; and
- c) entitled to claim a **benefit** under Section 3 – Weekly Benefits – Injury; and
- d) is unable to attend scheduled classes due to the **injury**

**we** will pay the cost of reasonable expenses incurred for tutorial services up to the amount shown in the **schedule** against Student Education Assistance.

Covered expenses must be carried out by persons other than members of the **insured person's** family or other relatives or person's permanently living with the **insured person**.

The **benefit** payable for Student Education Assistance shall be limited to five hundred (\$500) dollars per week payable for a maximum period of twenty-six (26) weeks. An **excess period** of seven (7) days applies.

### **Transport to and from work benefit**

On the occurrence of **insured event** 32 and in the event that an **insured person** requires transportation assistance in order to get to and from their usual place of employment due to their disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of twenty-five dollars (\$25) per day for a maximum period of twelve (12) weeks. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **insured person**.

### **Re-imbusement of professional or membership fees**

On the occurrence of any of **insured events** 1-7, 9 or 31, and where an **insured person** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organization directly related to their employment, **we** will reimburse the **insured person**, on a pro rata basis from the date of **injury** for a maximum of two (2) memberships, upon actual receipt of tax invoices to a maximum amount of two hundred and fifty dollars (\$250) per membership.

### **Escalation benefit (weekly benefit increase after 12 months)**

After payment of the **benefit** amount under **insured event** 31 or 32, continuously for twelve (12) months, and again for each subsequent period of twelve (12) months for which a **benefit** is payable the **benefit** will be increased by five percent (5%) per annum on a compound basis.

### **Return to work assistance**

On the occurrence of **insured event** 31 or 32, **we** will reimburse expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the **insured person**, provided that such participation is undertaken with **our** written consent and the agreement of the **insured person's doctor**. This **benefit** will be limited to the actual costs incurred by the **insured person** not exceeding \$5,000 in total.

### Twelve (12) weeks guaranteed payment

If an **insured person** sustains an **injury** for which **benefits** are payable under **insured event** 31, and upon receipt of proper medical evidence from a **doctor** certifying that the total period of **temporary total disablement** will be a minimum of twenty-six (26) weeks, **we** will immediately pay twelve (12) weeks **benefits** as provided for in the **schedule**.

### Exposure to the elements

If as a result of an **injury** occurring during the **insurance period** an **insured person** is exposed to the elements and suffers from any of the **insured events** set out in any of the tables of **insured events** as a direct result of that exposure, **we** will pay **benefits** as provided for in the **schedule**.

### Disappearance

If an **insured person** disappears following the disappearance, sinking or wrecking of a covered conveyance in which the **insured person** was travelling during the **insurance period**, and the **insured person's** body has not been found within twelve (12) months after the date of disappearance, **we** will pay a **benefit** for **insured event** 1 on the assumption that the **insured person** died as a result of an **injury** at the time of the disappearance, sinking or wrecking of the conveyance.

## General Conditions applying to the policy

- 1 **Benefits** will not be payable for more than one of the **insured events** 1-25 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
- 2 Further any **benefit** payable for **insured events** 1-25 will be reduced by any **benefit** paid for **insured events** 31 and 32 in respect of the same **injury**.
- 3 In respect to **insured persons** aged seventy-five (75) years or over and under eighty five (85) years at the time of the **insured event**, cover under Section 1 – Lump Sum Benefits **Insured Events**, 1 -25 is limited to a maximum of \$25,000 or as otherwise shown in the **schedule**, whichever is the lesser;
- 4 In respect to **insured persons** aged seventy-five (75) years or over and under eighty five (85) years at the time of the **insured event**, no benefits are payable under Section 3 – Weekly Benefits – Injury,
- 5 In respect to **insured persons** aged seventy-five (75) years or over and under eighty five (85) years at the time of the **insured event**, Section 1 – Lump Sum **insured event** 2 is replaced with paraplegia/quadruplegia and **insured event** 25 is deleted.
- 6 Unless otherwise stated in the **schedule**, **benefits** payable to **insured persons** under eighteen (18) years of age for Section 1 – Lump Sum **insured event** 1 will be limited to \$25,000.
- 7 No weekly **benefits** will be payable for **insured events** 31 and 32 greater than one hundred and fifty six (156) weeks in total in respect of any one **injury** unless otherwise stated on the **schedule**.
- 8 **Benefits** will not be payable for more than one of the **benefits** described in Section 2 , Table 2 for **insured events** 26 to 30 inclusive in respect of any one **injury**.
- 9 We will pay one-fifth (1/5th) of the weekly **benefits** for each day of disablement where disablement lasts for less than a week after expiry of the **excess period** for **insured events** 31 and 32.
- 10 No weekly **benefits** will be payable during the **excess** period stated in the **schedule**.
- 11 No weekly **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**.
- 12 The weekly **benefits** payable for **insured events** 31 and 32 will be reduced by the amount of:
  - i. any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation; and
  - ii. any insurance **policy** specifically covering the same risk; and

- iii. the amount of any sick pay received or monies paid or payable for the notice period in the event of a redundancy; and
- iv. any disability entitlement

so that the **benefit** payable under this **policy** does not exceed the applicable percentage of the lesser of:

- (a) the maximum sum insured stated in the **schedule** against Section 3 - Weekly Benefits - **Injury**; or
- (b) the **insured person's salary**.

- 13 If as a result of **injury**, **benefits** become payable under Section 3 and whilst this **policy** is in force, the **insured person** suffers a recurrence of **insured events** 31 or 32 from the same **injury**, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the **insured person** has held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **injury** and a new **excess period** shall apply.
- 14 All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment in Section 6 – Additional Benefits under the **policy** applies.
- 15 Unless an **insured person** otherwise directs all **benefits** shall be paid to the **insured person**, or, in the case of the **insured person's** death, to the **insured person's** legal personal representative.

### General Exclusions applying to the policy

No **benefits** are payable under the **policy** for any **insured event** resulting from **injury**;

- 1. which is intentional, deliberate, self-inflicted or caused by an **insured person**, including suicide or attempted suicide, whether sane, insane or under any mental distress;
- 2. which occurs as a result of any criminal or illegal act committed by an **insured person**;
- 3. which occurs as a result of an **insured person** driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance;
- 4. which occurs whilst an **insured person** is under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
- 5. which occurs as a result of **war**, invasion or **civil war**;
- 6. which results from an **insured person** flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers;
- 7. which results from an **insured person** participating, training or taking part in professional sports of any kind;
- 8. which is wholly or partly caused by childbirth or pregnancy or any complications of these;
- 9. which is in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
- 10. which is or results from a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 11. which results from an **insured person** directly or indirectly suffering from psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness;
- 12. which results from any **pre-existing condition**;
- 13. if the payment of any such **benefit** would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation and regulations thereunder;
- 14. if the payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## General Provisions under the policy

### 1. Aggregate limit of liability

**We** shall not be liable to pay any **benefits** under the **policy** in excess of the **aggregate limit of liability**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

### 2. Sublimit of liability

**We** shall not be liable to pay any **benefits** under the **policy** in excess of the **sublimit of liability** applying to **non scheduled flights**. If this amount is not adequate to pay all claims in full **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **sublimit of liability**.

### 3. Age Limit

No cover is provided under the **policy** for **insured events** which occur on or after the date **you** reach the age of eighty five (85), unless otherwise stated in the **schedule**.

### 4. Currency

All **benefits** paid under the **policy** will be paid in Australian Dollars (AUD) unless otherwise specified in the **schedule**.

### 5. Governing Law and Jurisdiction

The **policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

### 6. Co-operation

(a) **You** or any **insured person** will frankly and honestly provide **us** with all information and assistance required by **us** and or our representatives appointed by **us** in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle **us** to deny cover for the claim or loss, in whole or part.

(b) **You** or any **insured person** will do all things reasonably practicable to minimise **our** liability in respect of any claim or loss.

### 7. Subrogation and Our right of recovery.

**We** can exercise any right of recovery held by **you** or any **insured person** to the extent of any **benefit** payable under the **policy**. **You** or any **insured person** must not do anything that reduces such rights, and **you** or any **insured person** must provide us with all reasonable assistance to us in pursuing such rights. If **you** or any **insured person** have agreed to not to seek compensation from another source that is liable to compensate **you** or any **insured person** in regards to a **benefit** payable under the **policy**, **we** will not cover **you** or any **insured person** under the **policy** for that **loss**, damage or liability.