

# DUAL

making relationships count

## INDIVIDUAL PERSONAL ACCIDENT POLICY WORDING



Individual Personal Accident &  
Sickness Insurance  
Product Disclosure Statement  
& Policy Wording



## Individual Personal Accident and Sickness Insurance Product Disclosure Statement and Policy Wording

### Table of Contents

Individual Personal Accident and Sickness Insurance .....	3
Product Disclosure Statement (PDS) .....	3
About DUAL Australia Pty Ltd .....	3
Who is the Insurer?.....	3
About Lloyd's .....	3
General Insurance Code of Practice .....	3
What is a Product Disclosure Statement (PDS)? .....	3
General Advice .....	3
Individual Personal Accident and Sickness Insurance .....	4
Summary of the Benefits of the Individual Personal Accident and Sickness Policy .....	4
The Cost of the Insurance Policy and paying your premium .....	4
Non Payment of Premium.....	5
How to Apply for Individual Personal Accident and Sickness Insurance .....	5
Your Duty of Disclosure .....	5
Cancelling Your Policy.....	5
Your Cooling-Off Period.....	5
Making a Claim .....	6
Claim Offset.....	6
Taxation Implications .....	6
Privacy Statement.....	6
What to do if you have a complaint? .....	8
Individual Personal Accident and Sickness Insurance .....	11
Policy Wording.....	11
Section 1 – Lump Sum Benefits .....	13
Section 2 – Surgical Lump Sum Benefits - Injury Resulting In Surgery .....	14
Section 3 – Surgical Lump Sum Benefits, Sickness Resulting In Surgery .....	15
Section 4 – Weekly Benefits – Injury .....	16
Section 5 – Weekly Benefits – Sickness .....	16
Section 6 – Fractured Bones Benefits - Injury .....	17
Section 7 – Dental Benefits - Injury .....	18
Section 8 - Additional Benefits under the Policy.....	18
General Conditions applying to the Policy .....	19
General Exclusions applying to the Policy.....	20
General Provisions under the Policy .....	21

---

## Individual Personal Accident and Sickness 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** personal situation, financial objectives, or needs.

## Individual Personal Accident and Sickness Insurance

This insurance provides for the payment of **benefits** if **you** die, become disabled or suffer from certain conditions. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact DUAL Australia 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 Individual Personal Accident and Sickness 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 Income benefits as a result of **injury** or **sickness**;
- d) lump Sum benefits for **injury** to Teeth;
- e) lump Sum benefits for fractured 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**.

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**, **your** 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) **your** 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 Individual Personal Accident and Sickness 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.

**You** must comply with this duty of disclosure each time **you** renew, extend, vary or reinstate the **policy**.

**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 or our usual short term premium whichever is the greater 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 events** 36, 37, 38 and 39 will be reduced by the amount of any other weekly **benefit** the **insured** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any sick leave entitlement 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 **you** are entitled.

### Taxation Implications

Depending upon **your** 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 or 5 (Weekly **Benefits -Injury** or Weekly **Benefits- Sickness**) 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.dualaustralia.com.au](http://www.dualaustralia.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 (eg properties owned by the insured) and criminal records.

**We** collect personal information about individuals who make claims against parties that **we** have covered under the **policy**. For the purposes of assessing these types 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 (eg 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 policy**. 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 **our** legal and regulatory requirements.

### 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 **us**, 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 fourteen (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 0700**  
**Facsimile: (02) 8298 0788**  
**Email: idraustralia@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 31st October 2017.

### 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.

# Individual Personal Accident and Sickness 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** 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**.

**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.

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

**Excess period** is the period stated in the **schedule** during which no **benefits** are payable for temporary, total or 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 named entity or person listed 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, 6 and 7 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 the **insured** 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) **Sickness** as defined;
- b) 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;
- c) an aggravation of a pre-existing **injury**;
- d) any other **pre-existing condition**;
- e) 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.

**Paraplegia** means the **permanent loss** of use of both legs and the **permanent loss** of use of part of or whole of the lower half of the body.

**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:

1. in respect of **injury**:
  - a condition with which **you** were aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment prior to the inception of **your policy**.
2. in respect of **sickness**:
  - i. a condition or side-effect with which **you** were aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment prior to the inception of **your policy**.
  - ii. A condition caused by a **pre-existing condition**.

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

**Quadriplegia** means the **permanent loss** of use of both arms and both legs.

**Salary** means:

- i. **your** 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 **you** have 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 the current role for less than twelve (12) months.

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

**Sickness** means an illness or disease which is not a **pre-existing condition** and which must continue for a period of not less than seven (7) days from the date **you** first sought treatment for the **sickness** from a **doctor**.

**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 disabled/ment** means **your** temporary inability to participate in a substantial part of **your** usual employment, occupation or business activities, while **you** are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

**Temporary total disabled/ment** means temporary disablement which totally restricts **you** from performing **your** usual occupation or employment activities, or any other occupational or employment activities for which **you** have the experience, skills, education or training while **you** are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

**Tooth/teeth** means a sound and natural **permanent** tooth but do not include first or baby teeth, implants, prostheses or other dental restorations.

**Total disablement** means disablement which totally restricts **you** from performing **your** usual occupational or employment activities, or any other occupational or employment activities for which **you have** the experience, skills, education or training. If **you are** not employed, it means disablement which prevents **you** from participating in any and every occupation for the remainder of **your** life.

**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, 4, 6 and 7 for an **injury** of the **insured** if:

- 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
- an amount is showing on the **schedule** for that **insured event** against Sections 1,2,4,6 or 7; and
- all **insured events** occur within twelve (12) months of the **injury**.

## Sickness

We will pay **benefits** as set in the Table of Events Table Numbers 3 and 5 for the **sickness** of the **insured** if:

- The **sickness** 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
- an amount is showing on the **schedule** for that **insured event** against Sections 3 or 5; and
- all **insured events** must occur within twelve (12) months of the **sickness**.

## Section 1 – Lump Sum Benefits

If, as a result of an **injury**, **you** suffer 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</b> on Section 1 – Lump Sum <b>Benefits</b>
1. Accidental Death	100%
2. (a) <b>Permanent total disablement</b> – up to age sixty six (66) 2. (b) <b>Paraplegia/Quadriplegia</b> – age sixty six (66) to seventy five (75)	100% 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 one (1) eye	100%
6. <b>Loss</b> of one or more <b>limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Loss</b> of the lens of both eyes	100%
9. <b>Loss</b> of the lens of one (1) eye	60%
10. <b>Loss</b> of hearing in both ears	100%

11. <b>Loss</b> of hearing in one (1) ear	20%
12. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
13. <b>Loss</b> of four fingers and thumb of either <b>hand</b>	50%
14. <b>Loss</b> of four fingers of either <b>hand</b>	50%
15. <b>Loss</b> of one thumb (two (2) joints) of either <b>hand</b>	30%
16. <b>Loss</b> of one thumb (one (1) joint) of either <b>hand</b>	15%
17. <b>Loss</b> of one finger (three (3) joints) of either <b>hand</b>	15%
18. <b>Loss</b> of one finger (two (2) joints) of either <b>hand</b>	10%
19. <b>Loss</b> of one finger (one (1) joint) of either <b>hand</b>	5%
20. <b>Loss</b> of all toes of either <b>foot</b>	15%
21. <b>Loss</b> of great toe (two (2) joints) of either <b>foot</b>	5%
22. <b>Loss</b> of great toe (one (1) joint) of either <b>foot</b>	3%
23. <b>Loss</b> of toes, other than great toe, of either <b>foot</b>	1%
24. Fractured leg or patella with established non union	10%
25. Shortening of a leg by at least 5cm	7.5%
26. (a) <b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 9 and 11-25 inclusive – up to age sixty six (66)	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> 9 and 11-25 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Section 1 Lump Sum <b>Benefits</b> .
26. (b) <b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 9 and 11-25 inclusive – age sixty six (66) to seventy five (75)	Nil

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

If, as a result of an **injury** occurring outside Australia, **you** suffer 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:

- a) an amount is shown on the **schedule** against Section 2 - Surgical Lump Sum **Benefits**, Injury Resulting in Surgery; and
- b) the surgery is undertaken outside and before **your** return to Australia.

**Table of Insured Events – Table 2**

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

### Section 3 – Surgical Lump Sum Benefits, Sickness Resulting In Surgery

If, as a result solely and directly of a **sickness** first manifesting itself outside Australia **you** suffer any of the **insured events** listed below in Table 3 **we** will pay the **benefit** set out in Table 3.

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

- a) an amount is shown on the **schedule** against Section 3 – Lump Sum **Benefits**, Sickness Resulting in Surgery; and
- b) the surgery is undertaken outside and before **your** return to Australia.

**Table of Insured Events – Table 3**

<b>Insured Events</b>	<b>Benefits</b> As a percentage of the sum insured shown in the <b>schedule</b> against Section 3 – Lump Sum <b>Benefits</b> - Sickness Resulting in Surgery
32. Open heart Surgical procedure	100%
33. Brain surgery	50%
34. Abdominal surgery carried out under general anaesthetic	50%
35. Any other surgical procedure carried out under a general anaesthetic	5%

## Section 4 – Weekly Benefits – Injury

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

- a) an amount is shown on the **schedule** against Section 4 - 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 4**

Insured Events	Benefits
36. <b>Temporary total disablement</b>	During such disablement, the Weekly <b>benefit</b> shown on the <b>schedule</b> against Section 4, Weekly <b>benefits – injury</b> , but not exceeding the <b>salary</b> of the <b>insured</b> .
37. <b>Temporary partial disablement</b>	<ul style="list-style-type: none"> <li>a) If <b>you</b> return to work in a reduced capacity, The <b>benefit</b> amount payable shall be the difference between the <b>benefit</b> payable for Event 36 and <b>your salary</b> ; or</li> <li>(b) If <b>you</b> do not return to work, The <b>benefit</b> payable shall be 25% of the Compensation payable for Event 36.</li> </ul>

## Section 5 – Weekly Benefits – Sickness

If, as a result solely and directly of **sickness you** suffer 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 - Weekly **benefits - sickness**; and
- b) all **benefits** under Section 5 are subject to the **benefit period, excess period** and percentage of **salary** as shown on the **schedule**.

**Table of Insured Events – Table 5**

Insured Events	Benefits
38. Temporary <b>total disablement</b>	During such disablement , the Weekly <b>benefit</b> shown on the <b>schedule</b> against Section 5, Weekly <b>Benefits – Sickness</b> , but not exceeding <b>your salary</b>
39. Temporary <b>partial disablement</b>	<ul style="list-style-type: none"> <li>a) If <b>you</b> return to work in a reduced capacity, The <b>benefit</b> payable shall be the difference between the <b>benefit</b> payable for Event 38 and <b>your salary</b>; or</li> <li>(b) If <b>you</b> do not return to work, the <b>benefit</b> payable shall be 25% of the Compensation payable for Event 38</li> </ul>



## Section 6 – Fractured Bones Benefits - Injury

If, as a result of **injury**, you suffer any of the **insured events** listed below in Table 6 we will pay the **benefit** set out in Table 6.

Cover only applies for an **insured event** under Section 6 if:

- a) an amount is shown on the **schedule** against Section 6 - Fractured Bones – **Benefits - Injury**; and
- b) the **injury** results directly in the **insured event** .

**Table of Insured Events – Table 6**

<b>Insured Events</b>	<b>Benefits</b>
<b>Fracture of:</b>	As a percentage of the sum insured shown in the <b>schedule</b> against Section 6 – <b>Fractured Bones</b>
40. Neck, skull, or spine (complete fracture)	100%
41. Hip , pelvis	75%
42. Shoulder blade	50%
43. Collarbone, upper leg	30%
44. Upper arm , kneecap, forearm, elbow	25%
45. Lower leg, jaw, wrist, cheek , ankle, <b>hand, foot</b>	20%
46. Rib	10%
47. 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 6 – Fractured Bones **benefits - injury**.

## Section 7 – Dental Benefits - Injury

If, as a result of **injury**, **you** suffer any of the **insured events** listed below in Table 7 we will pay the benefit set out in Table 7.

**Table of Insured Events – Table 7**

<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 Section 7 – Dental <b>Benefits</b> subject always to a limit of \$250 per tooth
48. <b>Loss of teeth</b> resulting in prosthetic replacement - per <b>tooth</b>	100%
49. Damage to <b>teeth</b> resulting in prosthetic restoration - per <b>tooth</b>	50%

## Section 8 - Additional Benefits under the Policy

### Transport to and from work benefit

On the occurrence of **insured events** 37 or 39 and in the event that **you** require transportation assistance in order to get to and from **your** usual place of employment due to **your** disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$25 (twenty-five dollars) 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 **you**.

### Re-imbusement of professional or membership fees

On the occurrence of any of **insured events** 1-8 inclusive, 10, 36 or 38, and where **you** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organisation directly related to their employment, **we** will reimburse **you**, on a pro rata basis from the date of **injury** or **sickness** 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/s** 36, 37, 38, or 39 continuously for twelve (12) months, and again after 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 Events 36, 37, 38, or 39, **we** will reimburse expenses incurred for **your** participation in a return to work program, retraining program, or rehabilitation program, provided that such participation is undertaken with **our** written consent and the agreement of **your doctor**. This **benefit** will be limited to the actual costs incurred not exceeding \$5,000 in total.

### Twelve (12) weeks guaranteed payment

If **you** sustain an **injury** or suffer a **sickness** for which **benefits** are payable under Events 36 or 38, 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** **you** are 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 **you** disappear following the disappearance, sinking or wrecking of a covered conveyance in which **you** were travelling during the **insurance period**, and **your** 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 **you** 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** 1-26 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
2. Further any **benefit** payable for **insured events** 1-26 will be reduced by any **benefit** paid or payable for **insured events** 36 and 37 in respect of the same **injury**.
3. No weekly **benefits** will be payable for **insured events** 36, 37, 38 or 39 greater than one hundred and four (104) weeks in total in respect of any one **injury** or **sickness**, unless otherwise stated on the **schedule**.
4. **We** will pay one-seventh (1/7th) of the weekly **benefit** for each day of temporary **total disablement** where disablement lasts for less than a week. However, no compensations are payable for Section 5 – Weekly Benefits - Sickness unless **you** have been disabled for not less than seven (7) consecutive days.
5. No weekly **benefits** will be payable during the **excess** period stated in the **schedule**.
6. No weekly **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**.
7. **Benefits** will not be payable for more than one of the **benefits** described in Section 2, Table 2 for **insured events** 27 to 31 inclusive or in Section 3, Table 3 for **insured events** 32 to 35 inclusive, in respect of any one **injury** or **sickness**.
8. The weekly **benefits** payable for **insured events** 36, 37, 38 and 39 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 entitlementso 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 4– Weekly Benefits – Injury or against Section 5 – Weekly Benefits – Sickness, as applicable; or
  - (b) the **insured person's salary**.
9. If as a result of **injury** or **sickness**, **benefits** become payable under Section 4 or Section 5 and whilst this **policy** is in force, **you** suffer a recurrence of **insured events** 36, 37, 38 or 39 from the same **injury** or **sickness**, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, **you** have 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** or **sickness** and a new **excess period** shall apply.

10. All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional **benefit** in Section 8 of this **policy** applies.
11. No **benefits** are payable unless **you**, as soon as possible after the happening of any **injury** or the manifestation of any **sickness** giving rise to a claim under the **policy**, seek medical advice and undertake treatment from a **doctor** and continue to do so whilst remaining **temporarily totally disabled** or **temporarily partially disabled**.
12. No **benefits** are payable for more than one of events 36 and/or 37 or events 38 and/or 39 that occur for the same period of time.
13. Unless **you** otherwise direct all **benefits** shall be paid to **you**, or, in the case of **your** death, to **your** legal personal representative.
14. Cover is provided under this **policy** on the condition that **you** will continue in **your** occupation as declared to **us**. Should **you** change occupations **you** must give **us** immediate written notice and **we** may charge an additional premium, if **we** require it, or cancel the **policy** effective immediately should **we** so choose. **We** shall not pay any claims where **you** have changed occupation and not informed **us** of such change.

### General Exclusions applying to the Policy

No **benefits** are payable under this **policy** for any **insured event** resulting from **injury** or **sickness**;

1. which is intentional, deliberate, self-inflicted or caused by **you**, 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 **you**;
3. which occurs as a result of **your** 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 **you** are 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 **you** piloting an aircraft, parachuting, hang gliding, or any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
7. which results from **your** 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 **your** 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. which results from racing and/or time trials of any form, other than on foot;
14. if the payment of any such **benefit** would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation or regulations;
15. if the payment of such claim or provision of such **benefit** that trade or economic sanctions or other laws or regulations prohibit **us** from providing the insurance.

## 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**.

### 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**.

### 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 seventy five (75), unless otherwise indicated on the **schedule**.

### 4. Currency

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

### 5. Governing Law and Jurisdiction

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