



## PROFESSIONAL SPORTS POLICY WORDING



Professional Sports Group  
Personal Accident Insurance  
Product Disclosure Statement  
& Policy Wording



## Professional Sports Group Personal Accident Insurance Product Disclosure Statement and Policy Wording

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# Professional Sports 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 Australia is a subsidiary of DUAL International.

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.

### 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 the POLICY and provide YOU with sufficient information to enable YOU to compare and make an informed decision about whether to purchase the POLICY. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the POLICY including the BENEFITS, terms, conditions and exclusions in the POLICY, 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 the POLICY WORDING, PDS or accompanying documents does not take into account YOUR or any INSURED PERSON's personal situation, financial objectives, or needs.

### Professional Sports Group Personal Accident Insurance Policy

This insurance provides for the payment of BENEFIT(s), if covered, if an INSURED PERSON dies, becomes disabled or suffers from certain conditions as a result of BODILY 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 and exclusions of this POLICY.

## Summary of the BENEFITS of the Professional Sports Group Personal Accident Insurance Personal Accident Insurance 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 may include:

- a. Lump Sum Death BENEFITS as a result of BODILY INJURY;
- b. Lump Sum BENEFITS as a result of disablement as a result of BODILY INJURY;
- c. Loss of Income BENEFITS as a result of BODILY INJURY;
- d. Cover for non Medicare medical expenses BENEFITS;
- e. Medical Expenses Incurred Overseas/Medical Evacuation;

Please refer to the POLICY WORDING and SCHEDULE for details of BENEFITS and conditions that apply and the amount of cover that WE provide for these BENEFITS.

The maximum we will pay for all claims under the 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 SICKNESS, natural causes, self inflicted BODILY INJURY, illegal acts, the use of alcohol or drugs, WAR or CIVIL WAR, an INSURED PERSON piloting an aircraft, pregnancy or childbirth, nuclear activity, 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 and exclusions. 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 the SCOPE OF COVER during the INSURANCE PERIOD.

YOU must pay the premium for YOUR POLICY. 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 PERSON'S 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, amend the terms and/or conditions of this contract, or decline YOUR renewal.

### When YOU are covered under the POLICY

WE will cover YOU under the POLICY, subject to its terms, conditions and exclusions, for the INSURANCE PERIOD.

For each INSURED PERSON, cover applies during the SCOPE OF COVER during the INSURANCE PERIOD.

### 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 Professional Sports Group Personal Accident Insurance

To apply for the POLICY YOU and/or the INSURED PERSON 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 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 the POLICY will be the amount by which the BENEFIT payable under the 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 the POLICY, WE may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly BENEFITS, under Section 2 (Weekly BENEFITS) in the POLICY, is subject to personal income tax and it is the INSURED PERSON'S responsibility to declare such BENEFIT when completing his or her usual tax return.

An INSURED PERSON should consult his or her tax accountant in relation to any questions about his or her 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?

### 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 the POLICY. If information is forwarded to US either electronically (eg 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.

### 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) medical advisors;
- f) 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: [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 the 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 9 August 2013

### 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.

# Professional Sports Group Personal Accident Insurance

## Policy Wording

### General definitions under the POLICY

In the POLICY and PDS:

**ACCIDENT** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.

**ACCIDENTAL DEATH** means death occurring as a result of an BODILY INJURY.

**ACT OF TERRORISM** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.

**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.

**BENEFICIARY** means the person or entity identified in the SCHEDULE who will be entitled to BENEFITS covered under this POLICY

**BENEFIT(S)** means any BENEFIT to which a BENEFICIARY is entitled under the POLICY, and is the maximum amount we will pay.

**BENEFIT PERIOD** means the maximum period for which a weekly BENEFIT payment may be paid.

**BODILY INJURY** means an injury which, occurs solely and independently of any other cause and

- (a) is sustained by an INSURED PERSON during the SCOPE OF COVER,
- (b) is sustained by an INSURED PERSON during the INSURANCE PERIOD,
- (c) is caused by an ACCIDENT , and,
- (d) results, within 12 calendar months of the ACCIDENT, in the INSURED PERSON sustaining death or disablement.

**EXCESS** means the amount of money that YOU or the INSURED PERSON will be required to contribute in any claim. The amount is shown in the SCHEDULE.

**EXCESS PERIOD** the number of consecutive days as stated in the SCHEDULE from the date the INSURED PERSON suffers TEMPORARY TOTAL DISABLEMENT during which no benefits are payable. The sum of money represented by such periods shall not contribute towards any claim for BENEFITS under this POLICY

**FOOT** means the entire FOOT below the ankle

**INCEPTION DATE** means 4pm on the from date shown in YOUR POLICY SCHEDULE..

**INSURANCE PERIOD** means the period shown on the SCHEDULE for as long as premiums are paid.

**INSURANCE PREMIUM TAX** means all Taxes legislated as payable to the to the Government or state at the rate applicable from time to time.

**INSURED** means the club, association, company or individual specified in the SCHEDULE.

**INSURED PERSON** means, any member of the INSURED, or any other person actively engaged in and appropriately registered for the purpose of playing the SPORT sanctioned by the INSURED. This includes any officials or co-opted volunteers acting for and on behalf of the INSURED.

**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

**MAXIMUM BENEFIT PERIOD** means the total period for which weekly BENEFITS will be payable under this POLICY in respect of TEMPORARY TOTAL DISABLEMENT.

**MEDICAL PRACTITIONER** means a duly qualified and registered Medical Practitioner who is not related to YOU, or the

INSURED PERSON to whom the BODILY INJURY has occurred, by blood or marriage.

**MEDICAL EXPENSES** means any reasonable expense incurred by YOU from a MEDICAL PRACTITIONER where the expense is directly as a result of a BODILY INJURY. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.

**NET INCOME LOST** means:

- For an INSURED PERSON who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the twelve (12) months prior to the BODILY INJURY or averaged over a shorter period if the INSURED PERSON has been in that role for less than twelve (12) months;
- For an INSURED PERSON on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;
- 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 BODILY INJURY or averaged over a shorter period if the INSURED PERSON has been in that role for less than twelve (12) months;

In respect of all INSURED PERSONS any amount for which they are entitled to by way of sick leave, payments under any National, State or Territory legislation, including Social Welfare legislation, or under any other Policy of insurance shall be deducted from the amount so calculated.

**NON SCHEDULED FLIGHT** means any flight that is not operating under a regular published flight schedule or timetable.

**NORMAL PLACE OF RESIDENCE** means the place in which the INSURED PERSON currently lives and has been resident for the past three (3) consecutive months or intends to be resident for at least three (3) months.

**OCCUPATION** means the INSURED PERSON's usual employment, profession or occupation.

**POLICY** means this document, and the SCHEDULE and any additional endorsements which WE subsequently issue to YOU.

**POLICY WORDING** means this document.

**PRE EXISTING CONDITION** means physical impairment, defect, degenerative process or infirmity of the INSURED PERSON existing prior to the POLICY INCEPTION DATE (or the commencement of cover under this POLICY if later). For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists prior to the POLICY INCEPTION DATE (or the commencement of cover under this POLICY if later). If it has been diagnosed by a MEDICAL PRACTITIONER prior to the POLICY INCEPTION DATE (or the commencement of cover under this POLICY if later), or in the event that it has not been so diagnosed then in the opinion of a MEDICAL PRACTITIONER the INSURED PERSON could reasonably have been expected to be aware of its existence on the POLICY INCEPTION DATE (or the commencement of cover under this POLICY if later).

**PREMIUM** means the amount payable by YOU to US as specified in the SCHEDULE.

**PROPOSAL** means any information supplied by or on behalf of the INSURED PERSON, deemed to be a completed Proposal Form and Medical questionnaire and other relevant information that WE may require.

**SCHEDULE** means the form attached to this POLICY which contains details of YOU, the INSURED PERSON, the BENEFITS and cover which apply.

**SCOPE OF COVER** means:

- (a) Engaging/Playing in official club matches/activities including pre season, regular season, finals, championship, club, country or other State representative matches/activities under the auspices of the INSURED.
- (b) Engaged in organised training or practice (including practice matches) for the Sport as noted in the SCHEDULE.
- (c) Travelling directly to or from or between activities described in (a) or (b) above and the INSURED PERSON'S NORMAL PLACE OF RESIDENCE or place of employment. Any amount payable under Section 4.1 Lump Sum Capital BENEFITS shall be limited to 20% of the applicable BENEFIT.
- (d) Staying away from the INSURED PERSON'S home district including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by the INSURED.
- (e) Actually engaged in administrative or organised social activities of the INSURED.
- (f) Participating in trials at an overseas club which has been sanctioned by the player's current club, until such time the player is purchased by the overseas club on loan or full transfer.

**SICKNESS** means any known physical illness, disease or malady which manifests itself during the INSURANCE PERIOD and is diagnosed by a MEDICAL PRACTITIONER

**SPORT** means the sport described in the SCHEDULE.

**TEMPORARY TOTAL DISABLEMENT** means disablement arising from BODILY INJURY which is medically determined to entirely prevent the INSURED PERSON from performing each and every duty of their OCCUPATION.

**WAR**, shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

**WE, US, AND OUR** means DUAL Australia Pty Ltd (ACN 107 553 257) of Level 4 332 Kent Street, Sydney NSW 2000.

**YOU, YOUR,INSURED** means the entity or entities named as THE INSURED named in the SCHEDULE.

## POLICY BENEFITS

The POLICY consists of 3 Sections with the following cover. YOU can choose any or all of the following types of cover.

Section 1 – Lump Sum BENEFITS

Section 2 – Weekly BENEFITS

Section 3 – Additional BENEFITS under the POLICY

The types of cover YOU have chosen will be shown on the SCHEDULE which attaches to the POLICY.

If any BENEFIT is shown as not covered on the SCHEDULE an INSURED PERSON is not covered for that BENEFIT. A BENEFIT is not payable for more than one INSURED EVENT.

The most WE will pay under this POLICY for all BENEFITS for all INSURED PERSONS is the AGGREGATE LIMIT OF LIABILITY.

Further, there is a SUBLIMIT OF LIABILITY shown in the SCHEDULE in relation to claims arising out of NON SCHEDULED FLIGHTS. This is the most WE will pay for these claims.

### Personal Accident - BODILY INJURY

Subject to the terms, conditions and exclusions of this POLICY, WE will pay BENEFITS as set in the Table of Insured Events below for BODILY INJURY, covered by this POLICY, of an INSURED PERSON, if an amount is showing on the SCHEDULE that Insured Event.

Subject to the terms, conditions and exclusions of this POLICY, WE will also pay the additional BENEFITS set out in Section 3 for BODILY INJURY, covered by this POLICY, unless any specific BENEFIT is specified as 'not covered' in the SCHEDULE.

### Section 1 – Lump Sum BENEFITS

If, as a result of BODILY INJURY, covered by this POLICY, an INSURED PERSON suffers any of the Insured Events listed below, WE will pay the BENEFIT set out in the Table below for that event.

Cover only applies under Section 1 if the INSURED EVENT occurs within twelve (12) months of the date of BODILY INJURY.

### Table of Insured Events

Insured Events	BENEFIT
	The BENEFITS payable will be as a percentage of the amount as shown against the SCHEDULE on Section 1 – Lump Sum BENEFITS
1. ACCIDENTAL DEATH (limited to 20% of the BENEFIT for INSURED PERSONS under 18 years of age)	100% (limited to 20% of the BENEFIT for INSURED PERSONS under 18 years of age)
2. PERMANENT Quadriplegia or Paraplegia	100%
3. PERMANENT and incurable paralysis of all LIMBs	100%
4. LOSS of one arm	35%



5.	LOSS of two arms	75%
6.	LOSS of one leg	35%
7.	LOSS of two legs	75%
8.	LOSS of sight of both eyes	100%
9.	LOSS of sight one (1) eye	50%
10.	LOSS of hearing in both ears	75%
11.	LOSS of hearing in one (1) ear	25%
12.	LOSS of more than 2 fingers either HAND	40%
13.	LOSS of two fingers either HAND	14%
14.	LOSS of one finger either HAND	4%
15.	LOSS of one thumb either HAND	5 %
16.	LOSS of more than 2 toes either FOOT	40%
17.	LOSS of two toes either FOOT	14%
18.	LOSS of one toe either FOOT	4%
19.	LOSS of two kidneys	75%
20.	LOSS of one kidney	30%
21.	LOSS of spleen	25%
22.	LOSS of liver	70%
23.	LOSS of two testicles	40%
24.	LOSS of one testicle	6%
25.	LOSS of sexual function	45%
26.	Permanent disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at OUR sole and absolute discretion.	up to 45%

27. Shortening of a leg by at least 5cm	7%
28. Any permanent disablement or LOSS of any body part not otherwise provided for under insured events 4 – 28 will be compensated at a percentage of the Section 1 - Lump Sum BENEFIT shown in the SCHEDULE, as determined at the sole and absolute discretion of the Insurers. Such determination will not be inconsistent with the BENEFITS provided under Insured Events 4 – 11 inclusive .	Up to 90%
29. Becoming HIV positive but cover for this event is only provided if the infection was as a direct result of playing or participating in the SPORT.	10%
30. Actual Non Medicare Medical Expenses incurred following accidental miscarriage or premature child birth up to a maximum of 26 weeks gestation.  Cover for this event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the SPORT.  Event 31 is subject to deduction of the EXCESS specified in the SCHEDULE for Medical Benefits.	Up to 5%

## Section 2 – Weekly BENEFITS

Subject to the terms, conditions and exclusions of this POLICY, if, as a result of BODILY INJURY an INSURED PERSON suffers TEMPORARY TOTAL DISABLEMENT, WE will pay the BENEFIT set out in the SCHEDULE.

Cover only applies for TEMPORARY TOTAL DISABLEMENT if:

- an amount is shown on the SCHEDULE against Section 2 - Weekly BENEFITS;
- the EXCESS PERIOD as shown on the SCHEDULE has been served by the INSURED PERSON ; and
- the TEMPORARY TOTAL DISABLEMENT results directly from the BODILY INJURY and occurs within twelve (12) months of the date of the BODILY INJURY.

All BENEFITS under Section 2 are subject to the BENEFIT PERIOD, EXCESS PERIOD and percentage of NET INCOME shown on the SCHEDULE. No BENEFIT shall be payable in excess of the percentage of NET INCOME shown on the SCHEDULE. .

## Section 3 – Additional BENEFITS under the POLICY

### Student Allowance - Non Income Earners

If an INSURED PERSON, who does not earn income but is a full time student at an accredited institution of higher learning, suffers BODILY INJURY covered by this POLICY, WE shall pay up to 80% of the actual cost of Home Tutorial Expenses certified as necessary by the attending MEDICAL PRACTITIONER subject to a maximum of \$300 per week for each week of TEMPORARY TOTAL DISABLEMENT. An INSURED PERSON'S entitlement to BENEFITS under this section does not commence until after the expiry of the EXCESS PERIOD specified in the SCHEDULE.

For the purposes of this BENEFIT only Home Tutorial Expenses is defined as costs incurred for a tutor or tutors to attend the INSURED PERSON'S NORMAL PLACE OF RESIDENCE to continue the studies that the INSURED PERSON has been completing in the twelve (12) months prior to the date of the BODILY INJURY.

BENEFITS will only be payable under one of the Sections, Student Allowance or Domestic Home Help for each occurrence of BODILY INJURY.

All BENEFITS payable are subject to the Maximum 104 week BENEFIT PERIOD.

#### **Domestic Home Help - Non Income Earners**

If an INSURED PERSON who does not earn income suffers BODILY INJURY covered by this POLICY, WE shall pay up to 80% of the actual cost of domestic home help certified as necessary by the attending MEDICAL PRACTITIONER subject to a maximum of \$300 per week for each week of TEMPORARY TOTAL DISABLEMENT. An INSURED PERSON'S entitlement to BENEFITS under this section does not commence until after the expiry of the EXCESS period specified in the SCHEDULE.

BENEFITS will only be payable under one of the Sections, Student Allowance or Domestic Home Help for each occurrence of BODILY INJURY.

All BENEFITS payable are subject to the Maximum 104 week BENEFIT PERIOD.

#### **BODILY INJURY Assistance and Parents Inconvenience BENEFIT**

WE will reimburse an INSURED PERSON for non medical expenses incurred directly relating to the BODILY INJURY covered by this POLICY. WE will not pay more than the maximum amount of \$500 for any one BODILY INJURY.

For the purposes of this BENEFIT only, non medical expenses includes items such as transportation and accommodation costs certified as necessary by the INSURED PERSON'S MEDICAL PRACTITIONER. Non medical expenses does not include wages lost by any person.

No compensation shall be payable in respect of this BENEFIT should there be any amount payable under Section 2 Weekly BENEFITS

#### **Rehabilitation BENEFIT**

WE will pay all reasonable costs incurred for the rehabilitation of a BODILY INJURY covered by this POLICY which have been incurred following a referral from a MEDICAL PRACTITIONER to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer to a maximum amount of \$500 for any one BODILY INJURY.

In addition to this WE will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the INSURED PERSON'S regular MEDICAL PRACTITIONER up to a maximum of \$3,000 for any one BODILY INJURY.

#### **Bed Care BENEFIT**

In the event an INSURED PERSON is necessarily confined to a bed after a BODILY INJURY covered by this POLICY, for a period of not less than seven (7) days and their confinement is certified as necessary by their attending MEDICAL PRACTITIONER to be under the continuous care of a registered nurse, who is not related to the INSURED PERSON or a member of the INSURED PERSON'S family, WE will pay the INSURED PERSON \$300 per week up to a maximum of 52 weeks for any one BODILY INJURY.

For the purposes of this BENEFIT, WE will not pay for any claim whereby the INSURED PERSON is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

**Dependant Children's Allowance**

WE will pay all reasonable costs incurred by the DEPENDANT CHILDREN of an INSURED PERSON as a direct result of the BODILY INJURY covered by this POLICY, to the INSURED PERSON whilst the INSURED PERSON is under going treatment for a BODILY INJURY covered under this POLICY to a maximum amount of \$500 for any one BODILY INJURY.

For the purposes of this BENEFIT, DEPENDANT CHILDREN means the unmarried children under the age of 19 who are still living at home, or under 25 years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependant on the INSURED PERSON at the time of the loss. DEPENDANT CHILDREN extends to include step or legally adopted children.

**Home Renovation BENEFIT**

If, as a direct result of BODILY INJURY covered by this POLICY, an INSURED PERSON has a valid claim under Events 2 to 7 of Section 1 – Lump Sum BENEFITS, and the INSURED PERSON is required to renovate his or her NORMAL PLACE OF RESIDENCE, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) WE shall pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids, up to a maximum of \$10,000 for any one BODILY INJURY.

**Funeral Expenses BENEFIT**

If, as a direct result of BODILY INJURY covered by this POLICY, an INSURED PERSON suffers Event 1 of Section 1 – Lump Sum BENEFITS 1, WE will pay an amount not exceeding \$5,000 in respect of the INSURED PERSON'S funeral expenses upon receipt of verifiable accounts or receipts for any one BODILY INJURY.

**In Memoriam BENEFIT**

If, as a direct result of BODILY INJURY covered by this POLICY, an INSURED PERSON suffers Event 1 of Section 1– Lump Sum BENEFITS WE will pay to the INSURED all reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000 for any one BODILY INJURY.

**Kidnapping BENEFIT**

If an INSURED PERSON is kidnapped during the SCOPE OF COVER, during the INSURANCE PERIOD, WE will pay 10% of the BENEFIT listed in the SCHEDULE.

**Membership BENEFIT**

If, following a BODILY INJURY covered by this POLICY, an INSURED PERSON is deemed by their attending MEDICAL PRACTITIONER unable to participate in the playing of the SPORT for the remainder of the season, WE will pay a pro rata amount of the annual club membership and registration fee for the period from the date of the BODILY INJURY until the end of the season that the BODILY INJURY occurred in up to a maximum of \$500 for any one BODILY INJURY.

### **Non Medicare Medical BENEFITS**

If, as a direct result of BODILY INJURY covered by this POLICY, an INSURED PERSON incurs costs within twelve (12) calendar months from:

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound whole teeth only)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where Medicare does not apply
- Orthotics, Splints and Prosthesis where an Insured Person's MEDICAL PRACTITIONER considers them medically necessary for the treatment of BODILY INJURY,

WE will pay for the Non Medicare Medical Expenses incurred subject to the percentage and maximum sum insured as noted in the SCHEDULE.

This BENEFIT covers only Non Medicare Medical Expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate for Non Medicare Medical Expenses to which an INSURED PERSON may be entitled and the actual cost incurred by the INSURED PERSON.

This BENEFIT is subject to deduction of the EXCESS specified in the SCHEDULE and a maximum payment per claim as specified in the SCHEDULE.

In the event an INSURED PERSON suffers BODILY INJURY more than 200 kilometers from their NORMAL PLACE OF RESIDENCE and are hospitalised for three (3) days or more at that location WE will pay up to \$2,000 toward the cost of repatriation to a medical facility of the INSURED PERSON'S choice within 20 kilometers of their NORMAL PLACE OF RESIDENCE in addition to expenses incurred under Non Medicare Medical BENEFITS.

### **Physiotherapy BENEFITS**

If, as a direct result of BODILY INJURY covered by this POLICY, an INSURED PERSON incurs costs within twelve (12) calendar months for physiotherapy treatment required and provided by a suitably qualified physiotherapist WE will pay the 80% of the cost of this treatment.

This BENEFIT is subject to the maximum payment per claim of \$300 and the application of the EXCESS specified in the SCHEDULE, but no less than \$50 per claim for any one BODILY INJURY.

### **Medical Expenses Incurred Overseas/Medical Evacuation:**

If during the INSURANCE PERIOD and whilst on an overseas team tour, an INSURED PERSON suffers a BODILY INJURY whilst playing or training:

WE will pay for any one BODILY INJURY:

1. The reasonable cost of emergency medical, hospital, ambulance or other treatment the INSURED PERSON actually and necessarily received during the overseas team tour because the INSURED PERSON suffered BODILY INJURY whilst playing or training.
2. Any expenses related to the evacuation of an INSURED PERSON as a direct result of BODILY INJURY suffered whilst playing or training including any expenses incurred in the event qualified medical staff are required to travel with the INSURED PERSON.

In the event that evacuation is required all expenses incurred are required to be certified and agreed by US.

If WE determine that the INSURED PERSON should return home to Australia for treatment and YOU or the INSURED PERSON do not agree to do so then WE will pay the POLICY BENEFICIARY the amount which WE determine would cover the INSURED PERSON'S medical expenses and/or related costs had YOU or the INSURED PERSON agreed to OUR recommendation. YOU and/or the INSURED PERSON will then be responsible for any ongoing or additional costs relating to or arising out of the event YOU have claimed for.

However:

1. WE will only pay for treatment received and/or hospital accommodation during the 12 month period after the BODILY INJURY occurred.
2. The treatment must be given or prescribed by a MEDICAL PRACTITIONER or paramedic. YOU and/or the INSURED PERSON must make an effort to keep YOUR and/or the INSURED PERSON'S medical expenses to a



minimum.

3. WE will only pay for the cost of emergency dental treatment up to a maximum amount of \$1,000 per person per Journey for dental costs incurred which the treating dentist certifies in writing is for the relief of sudden and acute pain to sound and natural teeth arising out of playing or training.
4. In the event of the INSURED PERSON'S death following a valid claim under this Section, the cost of the INSURED PERSON'S burial or cremation overseas, or the transporting of the INSURED PERSON'S remains to Australia and cost of burial or cremation in Australia. The maximum amount WE will pay is \$10,000 for all costs incurred for transportation, burial and/or cremation.

**The maximum amount We will pay for all claims combined under this BENEFIT is shown on the SCHEDULE.**

WE will not pay under this BENEFIT:

1. Ongoing payments under this Section (Medical Expenses Incurred Overseas/Medical Evacuation) if WE decide on the advice of a doctor appointed by US that the INSURED PERSON is capable of being repatriated to his country of residence;
2. If the INSURED PERSON has received medical care under a reciprocal national health scheme. Reciprocal Health Agreements are currently in place with the following countries; Finland, Italy, Malta, the Netherlands, Norway, Sweden, the Republic of Ireland, the United Kingdom and New Zealand;
3. Medical expenses incurred more than 12 months after the INSURED PERSON suffered BODILY INJURY;
4. If, despite OUR advice otherwise, the INSURED PERSON received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information;
5. Ongoing medical expenses incurred in Australia for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973;
6. Dental treatment involving the use of precious metals or for cosmetic dentistry;
7. For any loss arising from a PRE EXISTING CONDITION in existence at the start of any tour, or any for any costs incurred for any medication YOU had been using prior to the team tour;
8. When YOU and/or the INSURED PERSON have not notified US as soon as practicable of the INSURED PERSON'S admittance to hospital;
9. If YOU and/or the INSURED PERSON do not take OUR advice;
10. For any expenses for medical evacuation, funeral services or cremation or bringing the INSURED PERSON'S remains back to Australia unless it has been first approved by US;
11. For a loss that arises directly or indirectly because of a terminal illness suffered by a member of YOUR and/or the INSURED PERSON'S Travelling Party - or YOUR and/or the INSURED PERSON'S Relative, YOUR and/or the INSURED PERSON'S business partner or person in the same employ as YOU and/or the INSURED PERSON, who is resident in Australia.

#### **EXCLUSIONS APPLICABLE TO THIS BENEFIT**

**In respect of this BENEFIT of the POLICY (Medical Expenses Incurred Overseas/Medical Evacuation) WE will not pay for any of the following claims or losses:**

1. If YOUR claim arises directly or indirectly from any BODILY INJURY where a prognosis was made prior to the issue of the POLICY, or commencement of an overseas tour if later.
2. If BODILY INJURY arises from a lack of due care and responsibility on YOUR part by neglecting to observe appropriate preventative measures for the travel region, as outlined by the World Health Organisation including relevant vaccinations, malaria prophylaxis, and hygiene measures. Please see [www.who.int](http://www.who.int) for further information.
3. YOU and/or the INSURED PERSON travel even though YOU and/or the INSURED PERSON know the INSURED PERSON is unfit to travel, travel against medical advice, or travel to obtain medical treatment.
4. If despite OUR advice otherwise following YOUR call to US, the INSURED PERSON received private hospital or medical treatment where public funded services or care is available in Australia or under any Reciprocal Health Agreement between the Government of Australia and the Government of any other country. Please see [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) for further information.
5. If YOUR claim arises from any PRE EXISTING CONDITION in existence at the start of any tour.
6. A loss which is recoverable by compensation under any workers compensation act or transport accident laws or by any Government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law.
7. Consequential loss of any nature including loss of enjoyment.
8. A loss resulting from a criminal or dishonest act by YOU and/or the INSURED PERSON or by a person with

- whom YOU and/or the INSURED PERSON are in collusion or if YOU and/or the INSURED PERSON have not been honest and frank with all answers, statements and submissions made in connection with YOUR insurance application or claim.
9. A loss that arises from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
  10. If YOUR claim arises because YOU and/or the INSURED PERSON did not follow advice in the mass media of a government or other official body's warning:
    - against travel to a particular country or parts of a country;
    - of a strike, riot, bad weather, civil commotion or contagious disease;
    - of a likely or actual Epidemic or Pandemic (such as H5N1 Avian influenza);
    - of a threat of an Epidemic or Pandemic (such as H5N1 Avian influenza) that requires the closure of a country's borders; or
    - of an Epidemic or Pandemic that results in the INSURED PERSON being quarantined; and YOU and/or the INSURED PERSON did not take the appropriate action to avoid or minimise any potential claim under Your policy including delay of travel referred to in the warning. Please refer to [www.who.int](http://www.who.int) for further information.
  11. A loss that arises from parachuting, sky diving, hang gliding, paraponting or travel in an air supported device other than as a passenger in a licensed passenger aircraft operated by an airline or charter company. The cover under this section (Medical Expenses Incurred Overseas/Medical Evacuation) is purely for BODILY INJURY arising from playing or training in the SPORT.
  12. Delay, detention, seizure or confiscation by Customs or other officials.
  13. The cost of medication in use at the time the team tour began or for maintaining a course of treatment the INSURED PERSON was on prior to the Journey.
  14. Any claim arising directly or indirectly from SICKNESS or natural causes.
  15. Any claim arising directly or indirectly from a sexually transmitted disease (except where Human Immunodeficiency Virus (HIV) infection has been accepted by US in writing, or where such a BODILY INJURY is covered elsewhere in the POLICY).
  16. Any claim arising from or is in any way related to depression, anxiety, stress, mental or nervous conditions, whether they arise independently or are secondary to other medical conditions.
  17. If YOU, or a member of YOUR touring team:
    - a) Suicide or attempted suicide, intentional self-BODILY INJURY or deliberate exposure to unusual danger (except in an attempt to save life), or YOUR or the INSURED PERSON'S own criminal or malicious act, or the INSURED PERSON being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of BODILY INJURY).
    - b) takes part in a riot or civil commotion;
    - c) races (except on foot or if We have agreed to provide cover and have noted on the SCHEDULE); mountaineers - or rock climbs - using support ropes;
    - d) rides a motor cycle (except as a pillion passenger) without a licence that is valid in the relevant country; or
    - e) dives underwater using an artificial breathing apparatus unless YOU hold an open water diving licence or YOU were diving under licensed instruction.
  18. For any costs or expenses incurred outside the period of the team tour.
- In all other respects the POLICY remains unaltered.

### Exclusions under the POLICY

WE will not pay any BENEFIT that arises directly or indirectly out of the following:

1. Suicide or attempted suicide, intentional self-BODILY INJURY or deliberate exposure to unusual danger (except in an attempt to save life), or YOUR or the INSURED PERSON'S own criminal act, or the INSURED PERSON being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of BODILY INJURY).

2. the INSURED PERSON engaging in or taking part in any Sport/s other than the Sport/s nominated in the SCHEDULE.
3. the INSURED PERSON taking part in hazardous and/or dangerous pursuits or pastimes and/or Sports not declared to US, or engaging in naval, or military and air force- services or operations.
4. WAR, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "WAR" includes undeclared WAR, civil WAR, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
5. death, BODILY INJURY, SICKNESS, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any ACT OF TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this POLICY also excludes death, BODILY INJURY, SICKNESS, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any ACT OF TERRORISM.

6. SICKNESS or natural causes.
7. any PRE-EXISTING CONDITION prior to OUR review of the PROPOSAL.
8. any condition or body part specifically excluded by endorsement attached to and forming part of this POLICY following OUR review of the PROPOSAL..
9. any PRE-EXISTING CONDITION, not declared.
10. Pregnancy or related complications, in either case, unless accelerated by BODILY INJURY as per Section 1 – Lump Sum BENEFITS, Event 31.
11. the INSURED PERSON engaging in any aerial activity except as a passenger in a properly licensed multi-engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
12. All claims arising out of the INSURED PERSON'S failure to seek or follow medical advice.
13. Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named. However this does not apply to the extent cover is provided Section 1 – Lump Sum BENEFITS, Event 30.
14. nuclear reaction, nuclear radiation, or radioactive contamination.
15. Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
16. osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments.
17. ACCIDENTAL BODILY INJURY arising due to the accumulation of a series of ACCIDENTS or traumas
18. Costs incurred for preventative measures rather than for the treatment of BODILY INJURY.
19. 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.
20. if the payment of any such BENEFIT or the provision of such cover, 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 Conditions applying to the POLICY

1. Any fraud, mis-statement or concealment, either in the PROPOSAL or in relation to any other matter affecting this POLICY, shall entitle US to render this POLICY null and void and any monies which have been paid by US to YOU or a POLICY BENEFICIARY must be repaid in full immediately.
2. Australian law allows the parties to choose the law applicable to this POLICY. This POLICY will be governed by and construed in accordance with Australian Law. WE and the Policyholder agree to submit to the exclusive jurisdiction of the Australian Courts.
3. An INSURED PERSON must be a permanent resident of Australia, unless specifically declared to and agreed in writing by US.

### Claim Conditions

1. Written notice must be given to US within thirty (30) days (or as soon as reasonably thereafter) of becoming aware of any ACCIDENT which causes or may cause disablement within the meaning of this POLICY and, if applicable, the INSURED PERSON must as early as possible, place himself under the care of a duly qualified MEDICAL PRACTITIONER.
2. Written notice must be given to US as soon as reasonably practicable in the event of the DEATH of an INSURED PERSON resulting or alleged to result from an ACCIDENT.
3. No claim will be accepted under this POLICY by US until WE have received a completed claim form together with satisfactory medical evidence, proof of age and occupation, employer's certificates and such other documents WE may reasonably require.
4. If the consequence of an ACCIDENT shall be aggravated by any condition of physical disability that the INSURED PERSON had which existed before the ACCIDENT occurred, the amount of any compensation payable under this POLICY in respect of the consequences of the ACCIDENT shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
5. In event of a claim under this POLICY, YOU and/or the INSURED PERSON shall allow all medical records, notes and correspondence referring to the claim or related PRE EXISTING CONDITION to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by US or on OUR behalf (at OUR own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the INSURED PERSON.
6. Once WE have accepted a claim for BODILY INJURY, WE will pay BENEFITS as follows:  
  
In respect of MEDICAL BENEFITS; at the completion of the INSURED PERSON'S treatment up to a maximum of 12 months from the date the BODILY INJURY occurred.  
  
In respect of weekly BENEFITS; upon receipt of satisfactory evidence from the INSURED PERSON'S MEDICAL PRACTITIONER confirming TEMPORARY TOTAL DISABLEMENT, WE will pay monthly in arrears.
7. All TEMPORARY DISABLEMENT BENEFITS shall cease on the INSURED PERSON'S death.
8. The amount of any weekly BENEFIT payable will be reduced by the amount of any periodic compensation BENEFITS payable under any other insurance policy or by the INSURED PERSON'S employer or from any other source so that the total amount of any such BENEFITS and the WEEKLY BENEFIT payable under this POLICY shall not exceed the percentage nominated in the SCHEDULE of the INSURED PERSON'S NET INCOME LOST.
9. Odd days of BENEFIT will be payable at one seventh of the weekly BENEFIT. weekly BENEFITS will only be payable in respect of complete days of disablement.
10. During the currency of the claim YOU must continue to pay any relevant PREMIUMS and INSURANCE PREMIUM TAX as originally stated in the POLICY SCHEDULE if and when they fall due.
11. BENEFITS shall NOT be payable for more than one of the Events in Section 1 – Lump Sum BENEFITS and Section 2 – Weekly BENEFITS in respect of the same BODILY INJURY.
12. BENEFITS payable for Section 1 – Lump Sum BENEFITS shall be reduced by any sum already paid under, Section 2 – Weekly BENEFITS and Section 3 – Additional BENEFITS under the POLICY
13. In respect of the same BODILY INJURY. After the happening of any one of Events in Section 1 – Lump Sum BENEFITS there shall thereafter be no further liability under Section 1 – Lump Sum BENEFITS in respect of the same INSURED PERSON.
14. BENEFITS shall not be payable under more than one of the events for disablement resulting from any further BODILY INJURY whilst there is an existing entitlement for BENEFITS.
15. BENEFITS shall not be payable unless YOU and/or the INSURED PERSON shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified MEDICAL PRACTITIONER.

16. BENEFITS shall not be payable for any period after the INSURED PERSON has resumed playing or training for the Sport nominated in the SCHEDULE except for subsequent unrelated BODILY INJURY.
17. BENEFITS shall not be payable for that part of the BENEFIT payable under NET INCOME LOST for which other loss of income BENEFITS can be claimed.
18. WE will, at OUR own expense, have the right and opportunity to examine the INSURED PERSON when and as often as WE may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

### Claims Procedure

If YOU or an INSURED PERSON wishes to make a claim, either contact the Intermediary who arranged this Insurance for YOU or contact DUAL Australia (as per the address below). When submitting the claim form YOU must give YOUR POLICY reference. Please note that if medical treatment has been received YOU or the INSURED PERSON must obtain medical certificates showing the nature of the BODILY INJURY. All circumstances that are likely to give rise to a claim under this POLICY should be notified within thirty (30) days after the occurrence (or as soon as reasonably practicable thereafter).

### General Conditions

#### 1. Currency

All BENEFITS paid under the POLICY will be paid in Australian Dollars (AUD) unless otherwise specified on the SCHEDULE.

#### 2. 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.

#### 3. Co-operation

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.

YOU or any INSURED PERSON will do all things reasonably practicable to minimise OUR liability in respect of any claim or loss.

#### 4. 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.