

Proposal Form

Group Personal Accident



IMPORTANT NOTICE RELATING TO THIS PROPOSAL FORM

PLEASE READ THE FOLLOWING BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM

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* (Cth), 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.

Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a Claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning. It is therefore vital that you make sufficient enquiries BEFORE you complete your Proposal Form and BEFORE you sign any declaration that there has been no change in the information proposed. Please take notice of the following statements pursuant to the provisions of the *Insurance Contracts Act 1984* (Cth).

Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

Notice of Circumstances or Insured Events

If during the period of this policy, you become aware of any insured events or circumstances which may give rise to a Claim under the policy and during the period of insurance give written notice to the Insurer of such insured events or circumstances, any Claim which may be subsequently made arising out of the insured events or circumstances of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

Target Market Determination – Design and Distribution Obligations

DUAL Australia's Target Market Determination (TMD) for this product will be available on our [website](#) by 5 October 2021 to ensure compliance with Pt 7.8A of the *Corporations Act 2001* (Cth) (Corporations Act) and supporting regulations.

A TMD is prepared by the issuer of the product (in this case, DUAL Australia) and aims to provide customers and distributors with sufficient information to understand who the product is designed for. It shows how we have determined the product will likely be consistent with a customer's needs, objectives and financial situation.

Once available, please ensure that you and the client review the TMD to ensure that this product is suitable for the Insured and they form a part of the target market. If you have any queries in relation to the TMD, please do not hesitate to contact us on dualenquiries@dualaustralia.com.au.

When completing this Proposal Form

- Please answer all questions giving full and complete answers.
- It is the duty of the Proposer to provide all information that is requested in the Proposal Form as well as to add any additional relevant facts.
 - A relevant fact is such known fact and/or circumstance that may influence in the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker or Insurer.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.
- The Proposal Form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting this insurance for the firm who acts as a Proposer.

This Proposal Form does NOT BIND the Proposer to complete the insurance but will form part of any insurance.

Privacy Collection Statement

At DUAL Australia, we are committed to protecting your privacy and complying with the *Privacy Act 1988* (Cth) ('Privacy Act').

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not 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 personal 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 may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies). We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy. Ask us for a copy of our Privacy Policy via email at privacy@dualaustralia.com.au or access it via our website using the following [link](#).

Section 1

Details of Applicant

1. Name of the Insured: _____

2. Address of the Insured: _____

State: _____ Postcode: _____

3. Period of Insurance: From: ____/____/____ to ____/____/____ at 4pm AEST

4. Description of activities: _____

5. Frequency of activities: _____
6. Number of insured persons to be covered? _____
7. Maximum number of insured persons to be covered at any one time? _____
8. What is the total estimated wagheroll for the coming year? _____
(Please note this is excluding any commission, bonuses, overtime payments and allowances)
9. Occupation(s) of insured persons: _____

10. Are there any insured persons currently on sick or personal leave that may eventuate as a claim on your personal accident policy or may in the future eventuate in a claim on a personal accident policy? Yes [] No []

If YES, please provide details below: _____

Section 2 | General Questions

1. Is the risk currently Insured?
Insured Elsewhere [] New Business [] Not Insured []
2. After enquiry of all Partners, Principals, Directors, Officers, Trustees and Senior Managers:
- a. Have there been any claim(s) made against the Insured or any loss or expense incurred which might fall within the terms of this insurance cover? Yes [] No []
- OR
- b. Have any circumstances occurred which may give rise to a claim against the Insured or result in any loss or expense incurred which might fall within the terms of this insurance cover? Yes [] No []
- If YES, please attach a claims history on insurer letterhead for all years.
3. Has the Insured or any Partners, Principals, Directors, Officers, Trustees and Senior Managers ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined (other than insurer exiting that area of insurance), or had special terms or restrictions imposed? Yes [] No []
- If YES, please provide details: _____

4. Is the Insured domiciled in Australia with no subsidiaries outside Australia or New Zealand? Yes [] No []

If NO, please provide details: _____

5. Is the Insured exempt from GST? Yes [] No []

6. Is the Insured exempt from Stamp Duty? Yes [] No []

If you answered YES to question 5 or 6, please attach the supporting documents.

Section 3 | Scope of Cover

Please select the scope of cover required:

The coverage afforded by this policy applies 24 hours per day, 365 days per year during the insurance period.

The coverage afforded by this policy applies during working hours only during the insurance period.

The coverage afforded by this policy applies during outside working hours only during the insurance period.

Other - please specify: _____

Other

Please declare any other relevant information that may be required to underwrite the risk:

Please note: If there is insufficient space under any of the questions to provide details, please attach and submit answers on a separate document.

Benefit	Example amount per Insured Person	Required Amount (please specify)
Accidental Death & Disablement	5 x salary up to a maximum of: \$100,000	_____ x salary up to a maximum of: \$ _____
Weekly Injury Benefit	85% of salary up to a maximum of: \$1,000 per week	_____ % of salary up to a maximum of \$ _____ per week
Benefit Period	104 weeks	
Excess Period	14 days	
Weekly Sickness Benefit*	85% of salary up to a maximum of: \$1,000 per week	_____ % of salary up to a maximum of \$ _____ per week
Benefit Period	104 weeks	
Excess Period	14 days	
Fractured Bones	\$3,000	\$ _____
Dental	\$1,000	\$ _____
Additional Benefits		
Transport to and from work	\$25 per day up to a maximum of 12 weeks	
Re-imbursment of professional or membership fees	Two memberships up to a maximum value of \$250 per membership	
Return to work assistance	\$10,000	\$ _____

Funeral Expenses	\$10,000	\$ _____
Modification Expenses	\$10,000	\$ _____

*Only available on 24 hours per day, 365 days per year scope of cover.

Section 4

Declaration

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agrees that should any of the information given by us alter between the date of this Proposal Form and the inception date of the insurance to which this Proposal Form relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' at the beginning of this Proposal Form. The undersigned acknowledges that they have read the Product Disclosure Statement, policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage. From 5 October 2021, the undersigned also acknowledges that they have read the Target Market Determination and considers that they comprise a part of the target market for this insurance. The undersigned agrees that this Proposal Form, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

Full Name: _____

Position: _____

Signature: _____ Date: / /

IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT, PLEASE CONTACT THE BROKER OR AGENT, SINCE NON-DISCLOSURE MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY.

DUAL Australia recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence).

How to contact DUAL Australia Pty Ltd:

Address:

DUAL Australia Pty Ltd
GPO Box 7101
Sydney NSW 2001
Australia

Telephone: 1300 769 772 (If dialling from outside Australia +61 2 9248 6300)

E-mail: dualenquiries@dualaustralia.com.au