

Journey Personal Accident Insurance

DUAL

Wordings.





## **DUAL Australia**

Journey Personal Accident Insurance  
PDS and Policy Wording

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# Journey Personal Accident Insurance

## Product Disclosure Statement (PDS)

### About DUAL Australia Pty Ltd

This PDS has been prepared by DUAL Australia Pty Limited ABN 16 107 553 257 (DUAL Australia).

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 International was established in 1998 and DUAL Australia was established in 2004.

DUAL International is part of Howden Group Holdings Limited (Howden Group). For more information about Howden Group visit: [www.howdengroupholdings.com](http://www.howdengroupholdings.com)

### Who is the Insurer?

This insurance is offered by DUAL Australia who underwrites exclusively on behalf of certain underwriters at Lloyd's of London (Lloyd's). Lloyd's is an Australian Prudential Regulation Authority (APRA) regulated insurer. This insurer is financially liable for any claims that come within the **policy**. DUAL Australia acts as an agent of Lloyd's under a binding authority to issue a **policy to you**.

DUAL Australia holds an Australian Financial Services Licence (AFSL) issued by the Australian Securities and Investment Commission (ASIC) (AFSL number: 280193). DUAL Australia does not provide any advice on the insurance to you and when issuing policies or handling insurance claims, it acts as an agent of the 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 eighty (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 two hundred (200) countries and territories around the world.

### General Insurance Code of Practice

The Insurance Council of Australia has developed a General Insurance Code of Practice (the Code), that sets minimum standards a general insurer must meet in supplying its products and services and includes many standards in relation to:

- a. buying insurance;
- b. insurance claims;
- c. responding to catastrophes and disasters;
- d. information and education;
- e. complaints handling procedures;
- f. hardship and vulnerable customers; and
- g. code monitoring and enforcement.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and a subscriber to the Code. DUAL Australia is a proud supporter of the Code. **You** and **insured persons** can obtain a copy of the Code from Lloyd's Australia or at:

[www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

Lloyd's Australia is committed to assisting customers who may be affected by family violence. Its [Family Violence Policy](#) outlines principles and processes which its employees will follow to assist **you** and **insured persons** if they are experiencing family violence. **If you are in immediate danger, please call 000.**

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

The purpose of this PDS is to help **you** and **insured persons** understand the cover offered under this **policy** and provide **you** with sufficient information to enable **you** to make an informed decision about whether to purchase this **policy**. This PDS contains important information required under the *Corporations Act 2001* (Cth) 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 **policy wording**.

## General Information

Any information contained within the **policy wording**, PDS or accompanying documents is general in nature only. **You** should read the information contained in this PDS carefully before taking out this insurance. For details about the terms and conditions of the insurance, read the **policy wording** following this PDS.

## Journey Personal Accident Insurance

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

## Summary of the Main Features and Benefits of the 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** carefully. It 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 **benefits** as a result of **accidental death** or **injury**;
- b. lump sum **benefits** as a result of disablement;
- c. loss of income **benefits** as a result of **injury**;
- d. lump sum **benefits** for dental benefits; and/or
- e. lump sum **benefits** for **fractured** bones.

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

In addition to the above main **benefits**, this **policy** also entitles **insured persons** to a number of additional **benefits**, which are described in more detail in the **policy wording**.

## Limitations on the Benefits Paid

There are limitations as to how much **we** will pay for claims. The maximum amount **we** will pay for all claims under this **policy** during any one (1) **insurance period** is the **aggregate limit of liability** shown in the **policy schedule**.

There is also a **sublimit of liability** shown in the **policy schedule** which is the maximum amount **we** pay in relation to claims relating to **non scheduled flights**.

Specific age-related limits also apply to the **policy**. No **benefits** are payable under this **policy** for any **insured person** or any person on or over the age of sixty-six (66) years.

## 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**, participation in an aerial activity except as an fare paying passenger on an airline with scheduled flights, participating in or training for a professional sport, racing, time trials or practice for such an event of any form other than on foot, pregnancy or childbirth, nuclear activity, not being under the **regular care** or acting in accordance with the treatment, instructions or advice of a **doctor**, or a **pre-existing condition**.

There are also limitations on some **benefits**. It is important to 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, General Provisions and General Exclusions in the **policy wording** to make sure the cover **we** provide matches **your** expectations. Some **insured events** relating to **temporary partial disablement** or **temporary total disablement** are subject to an **excess period**. This means that **you** and **insured persons** cannot make a claim for **benefits** in relation to **insured events** that occur during the **excess period** stated in the **policy schedule**. Please refer to the **policy wording** and **policy schedule** for more information.

## The Cost of the Insurance Policy and Paying your Premium

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

The cover under the **policy** commences from the date and time shown on **your schedule** for the **insurance period**. The cost of the **policy** is the total premium including taxes and charges due as detailed on the **schedule**. It is calculated prior to the commencement of the **insurance period** based on the information **you** supply in **your** application form and the insurer's assessment of the risk. The cost of insurance is shown on **your** quote and includes taxes and statutory charges (such as stamp duty and GST).

Each year thereafter and prior to the **policy** anniversary, if **we** offer **you** terms to renew the **policy**, **we** will advise **you** of the premium for the new policy year. A premium adjustment may be charged by **us** for variations or endorsements to the **policy** that **you** request mid-policy year and **we** agree to provide.

The premium is calculated based on the specific risk profile which may include:

- a. the sums insured;
- b. 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, but **we** will advise **you** when we propose to do this.

## 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. cancel the **policy**; and/or
- b. decline any claim under the **policy**.

## How to Apply for this Insurance

To apply for the **policy** you will need to complete a proposal form available from a licensed insurance broker. They will then approach **us** to provide **you** with a quotation.

## Your Duty of Disclosure

This **policy** is a consumer insurance contract.

Before entering into this insurance, **you** have a duty to take reasonable care not to make a misrepresentation to **us**. **You** and other **insured person(s)** must answer questions **we** ask at the time of application with relevant and complete information and **you** must not misrepresent any information that **you** give to **us**.

**You** have the same duty in relation to anyone else whom **you** want to be covered by the **policy**. **You** also have this same duty before **you** renew, extend, vary or reinstate this **policy**.

If **you** fail to comply with **your** duty, and **we** would not have issued the **policy** for the same premium and on the same terms and conditions, **we** may be entitled to reduce **our** liability under the **policy** in respect of any claim or **we** may cancel the **policy**. If **your** failure to comply with **your** duty is fraudulent, **we** may refuse to pay a claim and treat the **policy** as never having been in existence.

## Cancelling Your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing via email or post. Should **you** cancel **your policy**, **we** will 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 **we** 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 1984* (Cth).

## 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 to **you** within fifteen (15) business days of receipt of **your** request. 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 via email or post.

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

**You** still have the right to cancel this **policy** after the cooling-off period ends. See the Cancelling Your Policy section above.

## Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, please notify **us** via email or post as soon as reasonably practical after the date of the occurrence and within the **insurance period** using the contact details below. **You** should ensure **you** include **your policy** number in this correspondence.

The National Claims Manager

Email: [claims@dualaustralia.com.au](mailto:claims@dualaustralia.com.au)

DUAL Australia Pty Ltd

Level 29 Angel Place, 123 Pitt Street

Sydney NSW 2000

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

**We** may also require the **insured person** to undergo medical examinations, and vocation and/or rehabilitation assessments but, if this is required, **we** will pay those costs.

## Claim Offset

Except for Section 1 - Lump Sum **Benefits**, any **benefit** covered under this **policy** will be reduced by the amount of any other benefit payable under any transport accident compensation scheme or legislation or any sick leave entitlement or any other insurance policy or any other source.

**We** will however pay the difference between what is payable under the transport accident compensation scheme or legislation, sick leave entitlement, other insurance policy or other source and what the **insured** or the **insured person** would be otherwise entitled to receive under the **policy**, where permissible by law.

## Privacy Collection Statement

At DUAL Australia, **we** are committed to complying with the *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles. **We** collect and manage **your** personal information to assess the risk of and provide insurance, and assess and manage claims. **You** are required to disclose personal information to **us** (see Your Duty of Disclosure section above) if **you** wish to proceed with this contract. 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.

**Our** legal basis for managing **your** personal information is based on **your** consent and it is necessary to perform **our** service as agreed by **you**. **We** also have legitimate interests in collecting and managing **your** personal information and this includes things such as auditing, managing and improving our internal systems and procedures, developing and improving products and services, and managing claims. Personal information may be collected from both the **insured** or **insured persons**.

**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 **your** broker and **our** contracted third-party service providers (e.g. claims management companies). **We** are part of the Howden Group 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** keep **your** personal information only for as long as is reasonably necessary for the purpose for which it was collected, and for as long as **we** are required to by law, which is as long as **our** relationship with **you** plus seven (7) years after **you** cease dealing with **us**.

**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 of **our** Privacy Policy from **our** Privacy Officer by telephone (+61 (0)2 9248 6300), email ([privacy@dualaustralia.com.au](mailto:privacy@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.



# Complaints Process

If **you** or an **insured person** have any concerns or wish to make a complaint in relation to this **policy, our** services or an insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedures. Please contact the Lloyd's insurance intermediary (**us**) or the administrator handling the claim in the first instance:

## General Counsel Team

DUAL Australia Pty Ltd

Level 29 Angel Place 123 Pitt St,

Sydney NSW 2000

Telephone: 02 9248 6300(within Australia) or +61 2 9248 6300 (from overseas)

Website: [www.dualaustralia.com.au](http://www.dualaustralia.com.au)

Email: [complaints@dualaustralia.com.au](mailto:complaints@dualaustralia.com.au)

## Step 1

**We** will acknowledge receipt of the complaint and do **our** utmost to resolve the complaint to satisfaction within ten (10) business days.

## Step 2

If **we** cannot resolve the complaint to satisfaction, **we** will escalate the matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Their contact details are:

## Lloyd's Australia Limited

Suite 1603 Level 16,

1 Macquarie Place,

Sydney NSW 2000

Telephone: (02) 8298 0783

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

A final decision will be provided to the complainant within thirty (30) calendar days of the date on which they first made the complaint unless certain exceptions apply.

## Step 3

**You** or an **insured person** may refer a complaint to the Australian Financial Complaints Authority (AFCA), if the complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which they first made the complaint or at any time. AFCA can be contacted as follows:

## Australian Financial Complaints Authority (AFCA)

GPO Box 3,

Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

A complaint must be referred to AFCA within two (2) years of the final decision, unless AFCA considers special circumstances apply. If a complaint is not eligible for consideration by AFCA, it may be referred to the Financial Ombudsman Service (UK) or they can seek independent legal advice. They can also access any other external dispute resolution or other options that may be available.

# Service of Suit Clause (Australia)

The Underwriters accepting this insurance agree that:

- i. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- ii. any summons notice or process to be served upon the underwriters may be served upon:

[Lloyd's Underwriters' General Representative in Australia](#)

Suite 1603 Level 16,

1 Macquarie Place,

Sydney NSW 2000

who has authority to accept service on the underwriters' behalf; and

- ii. if a suit is instituted against any of the underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

## Preparation Date

This PDS was prepared on 1st November 2022

## 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.

## Contact details

[DUAL Australia Pty Ltd](#)

ABN 16 107 553 257

AFS Licence 280193

Level 29 123 Pitt St

Sydney NSW 2000

Telephone: 1300 769 772 (within Australia) or +61 (0)2 9248 6300 (from overseas)

Website: [www.dualaustralia.com.au](http://www.dualaustralia.com.au)

Email: [dualenquiries@dualaustralia.com.au](mailto:dualenquiries@dualaustralia.com.au)

# Journey Personal Accident Insurance

## Policy Wording

### General Definitions

In the **policy** and PDS:

**accident** means:

- a. an external event;
- b. which occurs fortuitously during the **insurance period**;
- c. which could not have been expected from the perspective of the **insured person**; and
- d. which results in any of the **insured events** within twelve (12) calendar months from the date of the **injury**.

**accident** includes **accidents** arising from:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device); or
- ii. a computer virus; or
- iii. a computer related hoax relating to i. and/or ii. above.

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

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

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

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

**civil war** means armed opposition, whether declared or not, between two (2) 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, and/or the consequences of martial law.

**doctor** means a medical practitioner or medical specialist who is registered and/or licenced and legally qualified to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **insured person**, the **insured person's** employer or the **insured person's employee** or the **insured person's** relative.

**employee** means any person in the **insured's** service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **insured's** behalf.

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

**finger, thumb** or **toe** mean the digits of a hand or foot.

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

**injury** means bodily **injury** to an **insured person** resulting from an **accident**. **Injury** does not include:

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

**insurance period** means the period stated in the **schedule**. If **you** request that **we** renew the policy and **we** agree, then the **insurance period** also includes the period stated in the **schedule** **we** issue to **you** in respect of that renewal.

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

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

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

**journey** means travel between an **insured person's place of residence** and their **place of employment** for the purpose of attending to or returning from work. Cover commences from the time the **insured person** leaves the boundary of the land of their **place of residence** and travels directly to their **place of employment**. Cover ceases upon arrival at the **place of employment**.

Cover will re-commence for the return **journey** from the **insured person's place of employment** to travel directly to their **place of residence** and cease upon arrival at the boundary of the land of their **place of residence**.

Cover includes any minor travel deviations or interruptions which in no way increase the risk of **injury** that would have normally arisen had the **insured person** travelled directly.

**limb(s)** 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 **Insured Events** and which in each case is caused by an **injury**.

**manifest(s)** means, in respect of **injury**, the date on which the symptoms or consequences of that **injury** first become apparent to the **insured person**, or ought to have become apparent to a reasonable person in their position, whichever comes first. **Manifested** and **manifestation** have corresponding meanings.

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

**permanent** means disablement lasting at least twelve (12) consecutive months from the date the **injury manifests** which thereafter will, in all probability, continue for life.

**place of employment** means an **insured person's** usual place of employment or the first or last place of business activity as an **employee** for that day.

**place of residence** means an **insured person's** usual place of residence.

**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.

**policyholder** means the **insured**.

**pre-existing condition(s)** means a condition with which the **insured person** was aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment prior to the inception of their **policy**.

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

**recess cover** means activities undertaken during authorised lunchtime or meal breaks.

**regular care** means medical consultation with a **doctor** on an ongoing monthly or shorter repetitive basis.

**salary** means:

- i. the **insured person's** weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which the **insured person** has been employed;
- ii. for a self employed **insured person**, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the twelve (12) months prior to the **injury** or 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** listing the **benefits** and limits which is issued by **us** attached to the **policy wording** or any subsequently substituted **schedule**.

**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 the **insured person's** temporary inability to participate in a substantial part of their usual employment, occupation or business activities directly caused by an **injury** while the **insured person** is under the **regular**

**care** of and acting in accordance with the treatment, instructions or advice of a **doctor**, and that inability **manifests** during the **insurance period**. Treatment also includes the undertaking of a treatment plan and participation in a rehabilitation program.

**temporary total disabled/ment** means temporary disablement directly caused by an **injury** that **manifests** during the **insurance period** which totally prevents the **insured person** from performing their usual occupation or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training while the **insured person** are under the **regular care** of and acting in accordance with the treatment, instructions or advice of a **doctor**. Treatment also includes the undertaking of a treatment plan and participation in a rehabilitation program.

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

**total disablement** means disablement directly caused by an **injury** that **manifests** during the **insurance period** which totally prevents the **insured person** from performing their usual occupational or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training. If the **insured person** is not employed, it means disablement which prevents the **insured person** from participating in any and every occupation for the remainder of their life.

**war** means armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power.

**we/our/us** means DUAL Australia Pty Ltd (ACN 107 553 257) as agent of the Underwriters.

**you/your** means the **insured** named in the **schedule**.

## Section 1 – Lump Sum Benefits

We will pay **benefits** as set out in Table 1 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- a. the **injury** resulting in the **insured event** set out in the Table of **Insured Events** **manifests** during the **insurance period** while the person is an **insured person**; and
- b. an amount is showing on the **schedule** for that **insured event** against Section 1; and
- c. any **insured event** occurs within twelve (12) months of the **injury**; and
- d. the **injury** is caused by or connected to the **insured person** undertaking a **journey**; and
- e. any **insured event** occurs during the **insurance period**.

**Table of Insured Events – Table 1**

Insured Events	Benefit
1. <b>Accidental death</b>	As a percentage of the amount as shown against the <b>schedule</b> on Section 1 – Lump Sum <b>Benefits</b> 100%
2. <b>Permanent total disablement</b>	100%
3. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>	100%
4. <b>Loss</b> of sight of both eyes	100%
5. <b>Loss</b> of sight one (1) eye	100%
6. <b>Loss</b> of one (1) or more <b>limbs</b>	100%

7. <b>Loss</b> of the lens of both eyes	100%
8. <b>Loss</b> of the lens of one (1) eye	60%
9. <b>Loss</b> of hearing in both ears	100%
10. <b>Loss</b> of hearing in one (1) ear	20%
11. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
12. <b>Loss</b> of four (4) <b>fingers</b> and <b>thumb</b> of either hand	50%
13. <b>Loss</b> of four (4) <b>fingers</b> of either hand	50%
14. <b>Loss</b> of one <b>thumb</b> (two (2) joints) of either hand - each	30%
15. <b>Loss</b> of one <b>thumb</b> (one (1) joint) of either hand - each	15%
16. <b>Loss</b> of one <b>finger</b> (three (3) joints) of either hand - each	15%
17. <b>Loss</b> of one <b>finger</b> (two (2) joints) of either hand - each	10%
18. <b>Loss</b> of one <b>finger</b> (one (1) joint) of either hand - each	5%
19. <b>Loss</b> of all <b>toes</b> of either foot	15%
20. <b>Loss</b> of great <b>toe</b> (two (2) joints) of either foot	5%
21. <b>Loss</b> of great <b>toe</b> (one (1) joint) of either foot	3%
22. <b>Loss</b> of <b>toes</b> , other than great <b>toe</b> , of either foot	1%
23. <b>Fractured</b> leg or patella with established non-union	10%
24. Shortening of a leg by at least 5cm	7.5%
25. <b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 8 and 10-24 inclusive.	Such a percentage of the amount showing against the <b>schedule</b> as <b>we</b> shall in our absolute discretion determine and being in <b>our</b> opinion consistent with the <b>Benefits</b> provided under <b>insured events</b> 8 and 10-24 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Section 1 - Lump Sum <b>Benefits</b> .

## Section 2 – Weekly Benefits – Injury

We will pay **benefits** as set out in Table 2 of the Table of **Insured Events** and subject to the **benefit period, excess period** and percentage of **salary** shown on the **schedule** for an **injury** of the **insured person** if:

- the **injury** resulting in the **insured event** set out in the Table of **Insured Events manifests** during the **insurance period** while the person is an **insured person**; and
- an amount is showing on the **schedule** for that **insured event** against Section 2; and

- c. any **insured events** occur within twelve (12) months of the **injury**; and
- d. the **injury** is caused by or connected to the **insured person** undertaking a **journey**; and
- e. any **insured events** occur during the **insurance period**.

**Table of Insured Events – Table 2**

Insured events	Benefits
26. <b>Temporary total disablement</b>	During such disablement, the weekly <b>benefit</b> shown on the <b>schedule</b> against Section 2, Weekly <b>Benefits – Injury</b> , but not exceeding the <b>salary</b> of the <b>insured person</b> .
27. <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> payable shall be the difference between the <b>benefit</b> payable for <b>insured event 26</b> and any amount of the <b>insured person’s</b> current <b>salary</b>; or</li> <li>b. if the <b>insured person</b> is able to return to work in a reduced capacity and elects not to do so, the <b>benefit</b> payable shall be 25% of the compensation payable for <b>insured event 26</b>.</li> </ul>

## Section 3 – Fractured Bones Benefit – Injury

We will pay **benefits** as set out in Table 3 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- a. the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- b. any **insured event** is directly caused by the **injury**; and
- c. an amount is showing on the **schedule** for that **insured event** against Section 3; and
- d. any **insured events** occur within twelve (12) months of the **injury**; and
- e. the **injury** is caused by or connected to the **insured person** undertaking a **journey**; and
- f. any **insured events** occur during the **insurance period**.

**Table of Insured Events – Table 3**

Insured events	Benefits
<b>Fracture of:</b>	As a percentage of the Sum shown against the <b>schedule</b> on Section 3 – <b>Fractured Bones Benefits - Injury</b>
28. Neck, skull, or spine (complete fracture)	100%
29. Hip, pelvis	75%
30. Shoulder blade	50%
31. Collarbone, upper leg	30%
32. Upper arm, kneecap, forearm, elbow	25%

33. Lower leg, jaw, wrist, cheek, ankle, hand, foot	20%
34. Rib	10%
35. <b>Finger, thumb, toe</b>	7.5%

The maximum **benefit** payable for any one (1) **injury** resulting in **fractured** bones shall be the amount shown on the **schedule** against Section 3 – **Fractured Bones Benefits - Injury**.

## Section 4 – Dental Benefits – Injury

We will pay **benefits** as set out in Table 4 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- any **insured event** is directly caused by the **injury**; and
- an amount is showing on the **schedule** for that **insured event** against Section 4; and
- any **insured events** occur within twelve (12) months of the **injury**; and
- the **injury** is caused by or connected to the **insured person** undertaking a **journey**; and
- any **insured events** occur during the **insurance period**

### Table of Insured Events – Table 4

Insured Events	Benefits
<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> :	As a percentage of the sum insured shown on the <b>schedule</b> against Section 4 – Dental <b>Benefits – Injury</b> subject always to a limit of five hundred dollars (\$500) per <b>tooth</b> :
36. <b>Loss of teeth</b> resulting in prosthetic replacement - per <b>tooth</b>	100%
37. Damage to <b>teeth</b> resulting in prosthetic restoration - per <b>tooth</b>	50%

The maximum **benefit** payable with respect to any one (1) **injury** shall be five hundred dollars (\$500) per **tooth** up to a maximum amount shown on the **schedule** against Section - 4 Dental **Benefits – Injury**.

## Section 5 – Additional Benefits

The following Additional **Benefits** are subject to all the terms and conditions of the **policy**, and shall apply only if they are specifically included in the **schedule**. Applicable limits, **excess periods** and **benefit periods** may apply as specified in the **schedule**.

### 1. Transport to and from Work Benefit

On the occurrence of **insured event** 27 and in the event that an **insured person** requires transportation assistance in order to get to and from their usual **place of employment** due to their disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of twenty-five dollars (\$25) per day for a maximum period of twelve (12) weeks.

Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **insured person**.



## 2. Re-imbusement of Professional or Membership Fees

On the occurrence of any of **insured events** 1-7 inclusive, 9 and 26, and where an **insured person** 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 the **insured person**, on a pro rata basis from the date of **injury** for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount of two hundred and fifty dollars (\$250) per membership.

## 3. Escalation Benefit (Weekly Benefit Increase after Twelve (12) months)

After payment of the **benefit** amount under **insured events** 26 or 27 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.

## 4. Return to Work Assistance

On the occurrence of **insured events** 26 and 27 **we** will reimburse reasonable expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the **insured person**, provided that evidence is provided by the **insured person's doctor** certifying the need for the program. This **benefit** will be limited to the actual costs incurred up to the amount shown in the **schedule** against Return to Work Assistance.

## 5. Twelve (12) Weeks Guaranteed Payment

If an **insured person** sustains an **injury** for which **benefits** are payable under **insured event** 26, 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**.

## 6. Exposure to the Elements

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

## 7. Disappearance

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

## 8. Funeral Expenses

If during the **insurance period**, an **insured person** suffers an **accidental death** **we** will reimburse the **insured person's** estate up to the amount shown in the **schedule** against funeral expenses for:

- a. all reasonable funeral, burial or cremation and associated expenses; or
- b. all reasonable expenses incurred in transporting the **insured person's** body or ashes to a place nominated by the legal representative of the **insured person's** estate.

## 9. Modification Expenses

If during the **insurance period** an **insured person** suffers an **injury**, which results in any one (1) of these **insured event(s)** 2-7 inclusive and 9, **we** will pay all reasonable and actual costs for modifications to the **insured person's** home, work and/or motor vehicle or in relocating the **insured person** to a suitable home up to the amount shown in the **schedule** against modification expenses.

This **benefit** is only payable where evidence is presented from the **insured person's doctor** certifying that the modification and/or relocation is medically necessary

## 10. Bed Care Benefit

If during the **insurance period** an **insured person** is confined to bed by a **doctor** suffering any of the covered **benefit(s)** under the **policy** for a period in excess of forty-eight (48) hours, **we** will pay the **insured person** the amount shown on the **schedule** against Bed Care **Benefit**.

## General Conditions

The following conditions apply under the **policy**:

1. **Benefits** will not be payable for more than one (1) of the **insured events** 1-25 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
2. Any **benefit** payable for **insured events** 1-25 will be reduced by any **benefit** paid or payable for **insured events** 26 or 27 in respect of the same **injury**.
3. No weekly **benefits** will be payable for **insured events** 26 or 27 greater than one hundred and four (104) weeks in total in respect of any one **injury** unless otherwise stated on the **schedule**.
4. Unless otherwise stated on the **schedule**, **benefits** payable to **insured persons** under eighteen (18) years of age for **insured events** 1-25 will be 10% of the lowest **benefit** stated in the Table of **Benefits** relating to **insured events** 1-25.
5. **We** will pay one-fifth (1/5th) of the weekly **benefit** for each day of **temporary total disablement** where disablement lasts for less than a week after expiry of the **excess period** for **insured events** 26 and 27.
6. No weekly **benefits** are payable during the excess period stated in the **schedule**.
7. No weekly **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**.
8. The weekly **benefits** payable for **insured events** 26 and 27, will be reduced by the amount of:
  - a. any other benefits the **insured person** is entitled to receive under any transport accident compensation scheme or legislation; and
  - b. any insurance policy covering the same risk; and
  - c. the amount of any sick pay received or monies paid or payable for the notice period in the event of a redundancy; and
  - d. the proceeds of any judgment, award or settlement constituting or representing an entitlement to damages for past or future economic loss in respect of the facts, matters and circumstances which gave rise to the **benefits** paid under the **policy**; and
  - e. any disability entitlement including payments arising under the National Disability Insurance Scheme,so that the total benefit payable under this policy does not exceed the applicable percentage or lesser of:
  - i. the maximum sum insured stated in the **schedule** against Section 2 – **Weekly Benefits – Injury**; or
  - ii. the **insured person's salary**.
9. If as a result of **injury**, **benefits** become payable under Section 2 **Weekly Benefits - Injury** and during the **insurance period**, the **insured person** suffers a recurrence of **insured events** 26 or 27 from the same **injury** the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the **insured person** has returned to their previously contracted ordinary hours of work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **injury** and a new **excess period** shall apply. Should the **insured person** suffer a recurrence of **insured events** 26, 27 from the same **injury** outside the **insurance period**, **benefits** under this **policy** for the additional period of **insured events** 26, 27 will not be covered.
10. All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment **Additional Benefit** in Section 5 of this **policy** applies.
11. No **benefits** are payable unless an **insured person**, as soon as reasonably practicable after the happening of any **injury** giving rise to a claim under the **policy**, seeks medical advice and undertakes treatment from a **doctor** and continues to do

so whilst remaining **temporarily totally disabled** or **temporarily partially disabled**.

12. No **benefits** are payable for more than one of **insured events** 26 and/or 27 that occur for the same period of time.
13. No weekly **benefits** are payable for **insured events** 26 or 27 if:
  - a. the **insured person** is on unpaid leave or on maternity leave; or
  - b. when the **insured person** is outside of Australia.
14. Unless an **insured person** otherwise directs, all **benefits** shall be paid to the **insured person**, or, in the case of the **insured person's** death, to the **insured person's** legal personal representative.
15. **Benefits** will cease if an **insured person** fails to procure and/or follow the advice of their **doctor** or **our** appointed **doctor**, and includes but is not limited to them failing to participate in relevant rehabilitation and/or return to work programs as advised by their **doctor** or **our** appointed **doctor** within a reasonable time.

For the purpose of this condition 15:

  - a. rehabilitation means any treatment, therapy, procedure or programme recommended and/or advised by the **insured person's doctor** or **our** appointed **doctor**; and
  - b. if there is a difference of advice between the **insured person's doctor** or **our** appointed **doctor**, the advice of **our appointed doctor** will be the advice for the purposes of this condition.
16. **Benefits** will cease if an **insured person** fails to attend or participate in any attendances, consultations or investigations required by their **doctor** or **our** appointed **doctor** in the course of any relevant rehabilitation and/or return to work programs described at condition number 15 above. For the purposes of this condition, "rehabilitation" has the same meaning as it does in condition 15.

## General Exclusions

The following exclusions apply to all Sections of the **policy**.

No **benefits** are payable under this **policy** for any **insured event** resulting from **injury** that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the following:

1. **injury** which is intentionally or deliberately self-inflicted by an **insured person**, including suicide or attempted suicide;
2. a criminal or illegal act committed by an **insured person**;
3. 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. being under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
5. **war**, invasion or **civil war**;
6. flying or engaging in any other aerial activity except as a fare paying passenger on an airline with scheduled flights;
7. participating, training or taking part in professional sports of any kind;
8. childbirth or pregnancy or any complications of these;
9. nuclear reaction, nuclear radiation or radioactive contamination;
10. any **pre-existing conditions** whether or not a proposal form or application form has been received by **us**;
11. the payment of any **benefit** that:
  - a. would be considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations; or
  - b. would be illegal or unlawful under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth);

12. the payment of any **benefit** which is covered in whole or in part by any workers' compensation legislation;
13. any matters where the 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, Australia, United Kingdom or United States of America and **we** shall have no liability to the **insured** or **insured person** to the extent that to do so would be in breach of the foregoing;
14. psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or a subsequent or equivalent publication); and
15. a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.

## General Provisions

The following provisions apply to all Sections of the **policy**:

### 1. Aggregate Limit of Liability

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

### 2. Sublimit of liability

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

### 3. Age Limit

No cover is provided under the **policy** for **insured events** or for any Additional **Benefits**, which occur on or after the date the **insured person** reaches the age of sixty six (66), 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

**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.

### 7. Subrogation and Our Right of Recovery

**We** can exercise any right of recovery held by **you** or any **insured person** to the extent of any **benefit** payable under this **policy**. If **we** pay a **benefit** under the **policy** to an **insured person**, then, to the extent the **insured person** may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave to the **benefit** being paid under the **policy**, then **we** have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of **you** and/or the **insured person** against such third party.

**You** and/or any **insured person** must not do anything that reduces such rights, and must provide **us** with all reasonable assistance in pursuing such rights. If **you** or any **insured person** have agreed to not seek compensation from another source that is liable to pay compensation in regards to a **benefit** payable under the **policy**, **we** will not cover **you** or any **insured**

**person** under this **policy** for that **loss**, damage or liability.

If **you** and/or any **insured person** brings a claim for loss or damage in **your** or their own name against a third party in respect of the facts, matters and circumstances which gives rise to the **benefit** being paid under the **policy**, then **you** or any **insured person** must include in **your** or their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments). Should **you** or any **insured person** recover damages against the third party either by way of settlement or judgment then **you** or any **insured person** must repay to **us** out of any such damages the recoverable payments which the **insured** received under this **policy**. **We** will provide reasonable cooperation to **you** or any **insured person** and their legal advisors in bringing any such action.

## 8. Other Insurance

In the event of a claim **you** or an **insured person** must inform **us** of any other insurance **you** or the **insured person** may have covering the same risk.

## 9. Several Liability of Underwriters

The obligations of **our** subscribing Underwriters, where there is more than one (1) underwriter subscribing to the **policy**, are several and not joint and are limited solely to the extent of their individual subscriptions. No subscribing underwriter is responsible for the subscription of any co-subscribing underwriter who, for any reason, does not satisfy all or part of its obligations.

## 10. Territorial Limits

The territorial limit is Australia wide except where otherwise limited in the **policy**.

## 11. Cover under more than one policy with us

Where an **insured person** is covered under another insurance policy with **us** in respect of the same **benefits** as provided by this **policy**, **we** shall only pay the **benefit** once and the amount payable shall be the higher of the two (2) policy limits applicable.

## 12. Alteration of risk

If **you** make any changes, or become aware of any changes, or if **you** make any changes to **your** business activities, that are likely to increase the risk of a claim under this **policy**, **you** must tell us as soon as **you** become aware of the changes.