

Voluntary Workers Personal Accident  
Insurance

DUAL

Wordings.



## DUAL Australia

### Voluntary Workers Personal Accident Insurance PDS and Policy Wording

## Table Of Contents

|  |          |   |           |
|--|----------|---|-----------|
| <b>Product Disclosure Statement (PDS)</b>                      | <b>3</b> | Complaints Process  | 7         |
| About DUAL Australia Pty Ltd                                   | 3        | Service of Suit Clause (Australia)                        | 8         |
| Who is the Insurer?  | 3        | Preparation Date  | 8         |
| About Lloyd's  | 3        | Updating this PDS   | 9         |
| General Insurance Code of Practice                             | 3        | Contact details   | 9         |
| What is a Product Disclosure Statement (PDS)?                  | 4        | <b>Policy Wording</b>                                     | <b>10</b> |
| General Information  | 4        | General Definitions                                       | 10        |
| Voluntary Workers Personal Accident Insurance                  | 4        | Section 1 – Lump Sum Benefits                             | 12        |
| Summary of the Main Features and Benefits                      | 4        | Section 2 – Weekly Benefits – Injury                      | 14        |
| Limitations on the Benefits Paid                               | 4        | Section 3 – Fractured Bones Benefits - Injury             | 14        |
| Not Everything is Covered                                      | 5        | Section 4 – Dental Benefits – Injury                      | 15        |
| The Cost of the Insurance Policy and Paying your Premium       | 5        | Section 5 – Additional Benefits under the Policy          | 15        |
| Non Payment of Premium   | 5        | General Conditions Applying to all Sections of the Policy | 17        |
| How to Apply for Voluntary Workers Personal Accident Insurance | 5        | General Exclusions Applying to all Sections of the Policy | 19        |
| Your Duty of Disclosure  | 6        | General Provisions Applying to all Sections of the Policy | 19        |
| Cancelling Your Policy   | 6        |   |           |
| Your Cooling-Off Period  | 6        |   |           |
| Making a Claim   | 6        |   |           |
| Claim Offset   | 7        |   |           |
| Privacy Collection Statement                                   | 7        |   |           |

# Voluntary Workers 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:

- buying insurance;
- insurance claims;
- responding to catastrophes and disasters;
- information and education;
- complaints handling procedures;
- hardship and vulnerable customers; and
- 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** 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** if **you** 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** 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.

## Voluntary Workers Personal Accident Insurance

The **policy** provides for the payment of **benefits** if an **insured person** dies, becomes disabled or suffers **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

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** 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 **fractured** bones; and/or
- e. lump sum **benefits** for dental **benefits**.

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 **you** 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 **your** claim. 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 **your policy schedule**.

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

## Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no **benefits** are payable at all include where loss results from self inflicted injury, illegal acts, the use of alcohol or drugs, **war** or **civil war**, **your** 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, AIDS or HIV, not being under the regular care or acting in accordance with the treatment, instructions or advice of a **doctor**, mental illness or a **pre-existing condition**.

Age-related limitations also apply. This **policy** does not offer cover for **insured persons** when they reach the age of eighty five (85).

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

Some **insured events** such as those relating to **temporary partial disablement** or **temporary total disablement** are subject to an **excess period**. This means that **you** cannot make a claim for **benefits** in relation to **insured events** that occur during the **excess period** stated in **your schedule**. Please refer to the **policy wording** and **your 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 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**. It is calculated prior to the commencement of the **insurance period** based on the information **you** supply on **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 **your** specific risk profile which may include:

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

**We** may increase or decrease **your** premium from the renewal date, 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
- b. decline any claim under the **policy**.

## How to Apply for Voluntary Workers Personal Accident 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. 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.

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**, **you** should notify **us** via email or post as soon as reasonably practicable 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.

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

The National Claims Manager

DUAL Australia Pty Ltd

Level 6, 160 Sussex Street,

Sydney NSW 2000

**You** must at **your** expense provide **us** with such certificates, information and other documentation as **we** may reasonably require to assess **your** claim. **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.

**We** may also require **you** 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 statutory workers' compensation or 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 statutory workers' compensation or 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.

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

General Counsel Team  
DUAL Australia Pty Ltd  
Level 6, 160 Sussex Street,  
Sydney NSW 2000

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

Website: <http://www.dualaustralia.com.au/>

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

### Step 1

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

### Step 2

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate your 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 **you** within thirty (30) calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

### Step 3

**You** may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which **you** 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)

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

## 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

- (iii) 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 20 August 2021.



## 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

AFSL 280193

Level 6, 160 Sussex Street

Sydney NSW 2000

Telephone: 1300 769 772 (within Australia) or +61 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)

# Voluntary Workers 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:

- a. 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);
- b. a computer virus; or
- c. a computer related hoax relating to a) and/or b) 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, the consequences of martial law.

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

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

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

**excess period** is the period stated in the **schedule** during which no **benefits** are payable. 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 disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a **pre-existing condition**;
- c. any other **pre-existing condition**;
- d. any degenerative condition.

**insurance period** means the period stated in the **schedule**. If an **insured person** requests that **we** renew the **policy** and **we**

agree, then the **insurance period** also includes the period stated in the **schedule we** issue to an **insured person** in respect of that renewal.

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

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

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

**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**.

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

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

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

- a. payment for any health services which would constitute the carrying on of health insurance business within the meaning of the *Private Health Insurance Act 2007* (Cth) or the *Private Health Insurance (Health Insurance Business) Rules 2018* (Cth);
- b. any expense where a Medicare benefit is paid or payable including the balance of monies due or payable by the **insured person** after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the "Medicare gap");
- c. any amounts recoverable by the **insured person** from any other source except for the excess of the amount recoverable from such other source; or
- d. dental treatment unless such treatment is necessarily incurred to **teeth** and is caused by **injury** and performed by a **dentist**.

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

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

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

**policy** means the **policy wording**, the PDS and the **schedule** and any additional endorsements which **we** subsequently issue to an **insured person**.

**policy wording** means this document.

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

**pre-existing condition** mean a condition with which **you** have sought medical treatment for or has **manifested** (whether diagnosed or not) prior to the inception of this **policy**. For the avoidance of doubt, any medical condition that **you** have suffered from or been treated for prior to the inception of **your policy**, irrespective of whether a complete recovery has occurred, is still treated as a **pre-existing condition**.

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

**salary** means:

- a. **your** weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which **you** have been employed;
- b. 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 averaged over a shorter period if the **insured person** has been self-employed in the current role for less than twelve (12) months.

**schedule** means the **schedule** attached to the **policy wording** or 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 disablement** means an **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 they are 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**.

**temporary total disablement** means temporary disablement directly caused by an **injury** that **manifests** during the **insurance period** which totally prevents an **insured person** from performing your usual occupation or employment activities, or any other occupational or employment activities for which **you** have the experience, skills, education or training while **you** are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

**tooth/teeth** means a sound and natural permanent **tooth** but 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 an **insured person** from performing their usual occupational or employment activities, or any other occupational or employment activities for which they the experience, skills, education or training. If an **insured person** is not employed, it means disablement which prevents them from participating in any and every occupation for the remainder of their life.

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

**voluntary work** means to provide services, without payment, to an independent organisation and is undertaken:

- a. to be of benefit to the community and the **insured person**;
- b. of the **insured person's** own free will and without coercion; and
- c. for no financial payment.

**voluntary work** does not include:

- (i) internships, **work experience** or work for the dole or similar programs;
- (ii) tasks undertaken as part of a family obligation; or
- (iii) where the **insured person** has direct familial relationship with the **insured**.

**voluntary work** includes necessary **direct travel**.

**war** means armed opposition, whether declared or not, between two (2) countries, states or armed groups using force.

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

**work experience** means work undertaken on behalf of the **insured** for a defined period that is voluntary. Such work must be arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining employment experience or developing practical skills.

**work experience student** means a person who is enrolled in an educational, training or similar institution and is participating in **work experience** and is not an employee of the **insured**.

**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. any **insured event** occurs during the **insurance period**.

**Table of Insured Events – Table 1**

| Insured Events  | Benefit<br>As a percentage of the amount as shown against the<br><b>schedule</b> on Section 1 – Lump Sum <b>Benefits</b> :   |
|---|--|
| 1. <b>Accidental death</b>  | 100%   |
| 2. (a) <b>Permanent total disablement</b> – up to age seventy four (74)<br>(b) <b>Paraplegia/Quadriplegia</b> – aged seventy five (75) and over | (a) 100%<br>(b) 100%   |
| 3. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>   | 100%   |
| 4. <b>Loss</b> of sight of both eyes  | 100%   |
| 5. <b>Loss</b> of sight of one (1) eye  | 100%   |
| 6. <b>Loss</b> of one (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 (1) <b>thumb</b> (two (2) joints) of either hand - each  | 30%  |
| 15. <b>Loss</b> of one (1) thumb (one (1) joint) of either hand - each  | 15%  |
| 16. <b>Loss</b> of one (1) <b>finger</b> (three (3) joints) of either hand - each   | 15%  |
| 17. <b>Loss</b> of one (1) finger (two (2) joints) of either hand - each  | 10%  |
| 18. <b>Loss</b> of one (1) finger (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 toe (one (1) joint) of either foot   | 3%   |
| 22. <b>Loss</b> of <b>toes</b> , other than great <b>toe</b> , of either foot - each <b>toe</b>   | 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 <b>our</b> absolute discretion determine and being in <b>our</b> opinion consistent with the <b>benefits</b> provided under <b>insured events</b> 8 and 10-24 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:

- 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 2; and
- c. any **insured event** occurs within twelve (12) months of the **injury**; and
- d. any **insured event** occurs 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, <b>Weekly Benefits – Injury</b> , but not exceeding the <b>salary</b> of the <b>insured person</b> .  |
| 27. <b>Temporary partial disablement</b> | <ol 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</b> 26 and any amount of <b>your</b> current <b>salary</b>; or</li> <li>b. if <b>you</b> are able to return to work in a reduced capacity and elect not to do so, the <b>benefit</b> payable shall be 25% of the compensation payable for <b>insured event</b> 26.</li> </ol> |

## Section 3 – Fractured Bones Benefits - 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 event** occurs within twelve (12) months of the **injury**; and
- e. any **insured events** occurs during the **insurance period**.

**Table of Insured Events – Table 3**

| Insured Events<br><b>Fracture of:</b> | Benefits<br>As a percentage of the amount as shown against the <b>schedule</b> on Section 3 – <b>Fractured Bones</b> : |
|---------------------------------------|--|
| 28. Neck, skull, or spine             | 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. Finger, thumb, toe                              | 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 event** occurs within twelve (12) months of the **injury**; and
- any **insured event** occurs 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 amount as shown against the <b>schedule</b> against on Section 4 – Dental <b>Benefits</b> subject always to a limit of \$250 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 two hundred and fifty (\$250) dollars per tooth up to a maximum of one thousand (\$1,000) dollars unless otherwise shown on the **schedule** against Section 4 – Dental **Benefits – Injury**.

## Section 5 – Additional Benefits under the Policy

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 benefit limits, excess periods and benefit periods may apply as specified in the **schedule**.

An excess may apply to an Additional **Benefits**. All applicable excesses are specified in the **schedule**.

### 1. Non Medicare Medical Expenses

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

### 2. Domestic Home Help

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

- not in receipt of a pre-disability **salary**; and

b. entitled to claim a **benefit** under Section 2 – Weekly **Benefits – Injury**,

**we** will pay for the cost of reasonably and necessarily incurred expenses of hiring domestic help and/or child-minding.

Expenses covered by this additional **benefit** must be:

- (i) for services carried out by persons other than members of the **insured person's** family or other relatives or person's permanently living with the **insured person**; and
- (ii) must be certified by a **doctor** as being necessary for the recovery of the **insured person**.

### 3. Student Education Assistance

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

- a. not in receipt of a pre-disability **salary**; and
- b. is registered as a full time student; and
- c. entitled to claim a **benefit** under Section 2 – Weekly **Benefits – Injury**; and
- d. is unable to attend scheduled classes due to the **injury**,

**we** will pay the cost of reasonable expenses incurred for tutorial services up to the amount shown in the **schedule** against student education assistance.

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

### 4. 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**.

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

On the occurrence of any of **insured events** 1-7, 9 or 25, and where an **insured person** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organization directly related to their employment, **we** will reimburse the **insured person**, on a pro rata basis from the date of **injury** for a maximum of two (2) memberships, upon actual receipt of tax invoices to a maximum amount of two hundred and fifty dollars (\$250) per membership.

### 6. Escalation Benefit (Weekly Benefit Increase after 12 months)

After payment of the **benefit** amount under **insured event** 26 or 27, continuously for twelve (12) months, and again for each subsequent period of twelve (12) months for which a **benefit** is payable the **benefit** will be increased by five percent (5%) per annum on a compound basis.

### 7. Return to Work Assistance

On the occurrence of **insured event** 26 or 27, **we** will reimburse reasonable expenses incurred for the **insured person's** participation in a return to work program, retraining program, or rehabilitation program, provided that evidence is provided by **your doctor** certifying the need for the program. This **benefit** will be limited to the actual costs incurred by the **insured person** not exceeding five thousand (\$5,000) dollars in total.

### 8. 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**.

## 9. 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**.

## 10. 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.

## 11. 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.

## 12. Modification Expenses

If during the **insurance period** an **insured person** suffers an **injury**, which results in any one (1) of **insured event(s)** 2, 3, 4, 5, 6, 8, 9 or 11, **we** will pay all reasonable and actual costs for modifications to an **insured person's** home, work or motor vehicle or in relocating an **insured person** to a suitable home.

This **benefit** is only payable where evidence is presented from **your doctor** certifying that the modification and/or relocation is medically necessary.

## 13. 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 Applying to all Sections of the Policy

1. **Benefits** will not be payable for more than one of the **insured events** 1-25 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
2. Any **benefit** payable for **insured events** 1-25 will be reduced by any **benefit** paid for **insured events** 26 and 27 in respect of the same **injury**.
3. In respect to **insured persons** aged seventy-five (75) years or over at the time of the **insured event**, cover under Section 1 – Lump Sum **Benefits**, 1-25 is limited to a maximum of twenty five thousand (\$25,000) dollars or the amount shown in the **schedule**, whichever is the lesser.
4. In respect to **insured persons** aged seventy-five (75) years or over at the time of the **insured event**, no **benefits** are payable under Section 2 – Weekly **Benefits** – **Injury**.
5. **Insured event** 2 (a) **permanent total disablement** is replaced with **insured event** 2 (b) **paraplegia/quadruplegia** for **insured persons** aged seventy-five (75) or over and **insured event** 25 is deleted in its entirety.
6. **Benefits** payable to **insured persons** under eighteen (18) years of age for Section 1 – Lump Sum **Benefit insured event** 1 will be limited to twenty five thousand (\$25,000) dollars or the amount shown in the **schedule**, whichever is the lesser.
7. No weekly **benefits** are payable for **insured events** 26 and 27 greater than one hundred and four (104) weeks in total in respect of any one (1) **injury**, unless otherwise stated on the **schedule**.
8. **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.

9. No weekly **benefits** will be payable during the **excess period** stated in the **schedule**.
10. No weekly **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**.
11. The weekly **benefits** payable for **insured events** 26 and 27 will be reduced by the amount of:
  - a. any other benefit the **insured person** is entitled to receive under any statutory workers' compensation or 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 Schemeso that the **benefit** payable under this **policy** does not exceed the applicable percentage of the lesser of:
  - (i) the maximum sum **insured** stated in the **schedule** against Section 2 - Weekly **Benefits - Injury**; or
  - (ii) the **insured person's salary**.
12. If as a result of **injury**, **benefits** become payable under Section 2 – Weekly **Benefits - Injury** and whilst this **policy** is in force, 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 held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **injury** and a new **excess period** shall apply.
13. All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional **benefit** in Section 5 – Additional **Benefits** Under the **Policy** applies.
14. No **benefits** are payable unless the **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**.
15. No **benefits** are payable for more than one (1) of **insured events** 26 and/or 27 that occur for the same period of time.
16. 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.
17. **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 number 17:

  - a. rehabilitation means any treatment, therapy, procedure or program 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.
18. **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** within a reasonable time in the course of any relevant rehabilitation and/or return to work programs described at condition number 17 above. For the purposes of this condition, "rehabilitation" has the same meaning as it does in condition 17.
19. Where an **insured person** suffers an **injury** due to participation in sport of any kind the **excess period** applying to Section 2 - Weekly **Benefits - Injury** shall be twenty eight (28) days or the **excess period** shown in the **schedule**, whichever is the higher.

20. No weekly **benefits** are payable for **insured events** 26 and 27 if:
  - a. the **insured person** is on unpaid leave or on maternity leave; or
  - b. when the **insured person** is outside Australia.

## General Exclusions Applying to all Sections of the Policy

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

1. an intentional, deliberate, self-inflicted act or any **insured event** caused by an **insured person**, including suicide or attempted suicide, whether sane, insane or under any mental distress;
2. a criminal or illegal act committed by an **insured person**;
3. an **insured person** driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance;
4. an **insured person** being under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
5. **war**, invasion or **civil war**;
6. an **insured person** flying or engaging in any other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
7. an **insured person** 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. a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
11. 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 an equivalent publication);
12. any **pre-existing conditions**, whether or not a proposal form or application form has been received by **us**;
13. racing, time trials or practice for such an event of any form other than on foot;
14. the payment of any **benefit**:
  - 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);
15. trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance or paying a claim or **benefit**;
16. the **insured person** is not under the regular care of or not acting in accordance with the treatment, instructions or advice of a **doctor**.

## General Provisions Applying 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** which occur on or after the date the **insured person** reaches the age of eighty five (85), unless otherwise stated in the **schedule**.

## 4. Currency

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

## 5. Governing Law and Jurisdiction

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

## 6. Co-operation

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.

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** 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.

If **you** 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 of 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. 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.

## 9. Territorial Limits

The territorial limit is Australia wide.