

Medical Expenses Insurance

DUAL

Wordings:



## **DUAL Australia**

Medical Expenses Insurance  
PDS and Policy Wording

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# Medical Expenses 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** and any **insured person** 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.

## Medical Expenses Insurance

The **policy** provides for the payment of **benefits** if an **insured person** requires medical care, emergency medical evacuation and/or related expenses as provided for and outlined within this **policy wording**. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** insurance broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

## 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** which outlines the sums insured, and the coverage sections and tables of insured **benefits** contained within the **policy wording** attached to this PDS.

Some of the significant **benefits** of the **policy** include:

- a. **hospital medical care and services** and **prescribed medicines**;
- b. **outpatient medical care and services** and **prescribed medicines**;
- c. **pregnancy and maternity care expenses**;
- d. dental expenses;
- e. ancillary expenses; and
- f. emergency medical evacuation

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 on how much **we** will pay for **your** claim. The maximum **we** will pay for all claims under the **policy** during any one (1) **insurance period** is the **aggregate limit of liability** shown in the **schedule**. 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**, an **insured person's** 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, nuclear activity, AIDS or HIV, an **insured person's** refusal to follow **our** or **DUAL Assist** instructions, charges for non-medical services, any expenses incurred after returning to **your country of residence** or a **pre-existing condition**.

**Insured persons** inbound to Australia do not have cover under Section 2, Emergency Medical Evacuation and this will be shown as "not included" in the **schedule**.

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. 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 from the date and time shown on **your schedule** for the **insurance period**. The cost of **your policy** is the total premium including taxes and charges due as detailed on the invoice issued by **your** broker.

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 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 the 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 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 (the '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 via email or post 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**, please 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.

The National Claims Manager  
Email: [claims@dualaustralia.com.au](mailto:claims@dualaustralia.com.au)  
DUAL Australia Pty Ltd  
Level 29, 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

The **benefits** payable will be reduced by the amount of any other **benefit** the **insured person** is entitled to receive under any Statutory Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.

**We** will however pay the difference between what is payable under the Statutory Compensation Scheme or legislation, 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 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, 123 Pitt 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: [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 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 the complainant within thirty (30) calendar days of the date on which the complaint was first made unless certain exceptions apply.

### Step 3

**You** or an **insured person** 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 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
- 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 1 February 2023.

## 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 280193

Level 29, 123 Pitt 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)

# Medical Expenses Insurance

## Policy Wording

### General Definitions

In the **policy** and PDS:

**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**.

**aggregate excess** means the amount which must be paid by the **insured person** for claimable **benefits** before any **benefits** are payable under any part of the **policy** and applies to claimable **benefits** per single, per couple or per family and is the amount shown in the **schedule**.

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

**civil war** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

**computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

**country of domicile** means the country where the **insured person** is residing on foreign assignment and does not mean the **insured person's country of residence**.

**country of residence** means the country in which the **insured person** normally resides and of which the **insured person** has permanent citizenship or is a permanent resident and is not the **insured person's country of domicile**.

**critical injury** or **critical sickness** means a life threatening **injury** or **sickness**, as certified by a **doctor**, that was unknown and unexpected prior to commencement of the **insured person's** foreign assignment.

**cyber act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**cyber incident** means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**dependent child(ren)** means an unmarried dependent child, stepchild or legally adopted child of an **insured person** or his or her spouse and who lives with the **insured person** in the **country of domicile** and who is over six (6) months of age and under nineteen (19) years of age or under twenty-five (25) years of age if he or she is a full time student and is primarily dependent on the **insured person** for support and maintenance.

**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**, or the **insured person's employee** or the **insured person's** relative.

**DUAL Assist** means the emergency assistance provider appointed by **us**.

**emergency medical transport** means transport by ambulance provided by, or under an arrangement with, a government approved ambulance service when medically necessary for admission to **hospital**, emergency treatment on site or inter-hospital transfer for treatment.

**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.

**general dental expenses** means charges by a legally qualified and registered dentist for the general care and maintenance of the teeth and gums such as examinations, cleaning, tooth filling, restorations, extractions, x-rays and injections.

**home leave** means all forms of leave provided by the **insured** for the **insured person** to temporarily return to their **country of residence**.

**hospital** means an institution registered as a hospital for the care and treatment of sick or injured persons. It does not mean a place for the treatment of alcoholics or drug addicts, a nursing, rest or convalescence home or home for the aged or similar establishment.

**hospital medical care and services** means in-patient or day patient treatment and care recommended or provided by a **doctor** or **specialist** for an **injury** or **sickness** and which is not otherwise more specifically defined within the **policy**.

**injury** means bodily **injury** to an **insured person** resulting from an accident which is an external event that occurs fortuitously during the **insurance period** which results in a claim under any **benefit** contained within this **policy** during the **insurance period**.

**Injury** does not include:

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

**insurance period** means the period stated in the **schedule**. Where an **insured person** is declared to **us** after the commencement of the **policy** the **insurance period** for that person shall be from the date **we** receive the declaration to the final date of the **policy** as stated in the **schedule**.

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

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

**outpatient medical care and services** means patient treatment and care recommended or provided by a **doctor** or **specialist** for an **injury** or **sickness** not provided in a **hospital** and which is not otherwise more specifically defined within the **policy**.

**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** means:

- a. any **injury** or **sickness** of which the **insured person** was aware (whether diagnosed or not) or for which the **insured person** has sought treatment prior to the inception of the **policy** or prior to the **insured person** becoming insured under the **policy**, whichever occurs later; and
- b. the manifestation of symptoms which would have caused a reasonable person to seek medical advice.

**pregnancy and maternity care expenses** means charges for pre-natal, childbirth and post-natal treatment provided that the **insured person's** pregnancy commenced during the **insurance period**. The limits in the **policy** apply per pregnancy.

**prescribed medicines** means medicines prescribed by a **doctor** or **specialist**.

**preventative medical expenses** means charges incurred for treatment, diagnosis, X-rays, scans, ultrasounds and laboratory examinations for prevention of a **sickness** as provided by or referred by a **doctor** or **specialist** including breast examinations, pap smears, prostate checks and skin cancer checks.

**routine newborn child expenses** means medical expenses normally expected for the care of a newborn child from the time of birth up to the child attaining the age of six (6) months after which the newborn child will become a **dependent child**. Newborn child expenses includes all vaccinations required under an immunisation program.

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

**sickness** means an illness or disease which is not a **pre-existing condition** and which first manifests during the **insurance period**.

**special dental expenses** means charges by a legally qualified and registered dental **specialist** or oral surgeon for **specialist** procedures not otherwise considered to be **general dental expenses**.

**specialist** means a legally registered medical practitioner who is registered or licensed to practice medicine under the laws of the country in which they practice and who is qualified by advanced training and certification and whose practice is limited to a particular class of patients, diseases or technique who is not the **insured** or **insured person** or a relative of the **insured person**.

**spouse/partner** means the spouse, de- facto partner or partner through civil union of an **insured person**, who has co-habited with the **insured person** for no less than a period of three consecutive months (3) months.

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

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

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

# Section 1 – Medical Expenses

Cover under this **policy** applies if the **insured person** is:

- a. a temporary resident to Australia; or
- b. an expatriate outside Australia and outside their **country of residence**.

We will pay up to the **benefit** limit set out in the Tables of **Insured Events**, Tables 1 to 5 below for necessary and reasonable expenses incurred by an **insured person** during the **insurance period**, provided that Section 1 cover is shown in the **schedule**.

All payable **benefit** limits are subject to the **aggregate excess** and Section 1 limit as shown in the **schedule**.

## 1. Hospital Expenses

**Table of Insured Events – Table 1**

Insured Benefits	Benefit Limit
a. <b>Hospital Medical Care and Services</b>	100%
b. <b>Prescribed Medicines</b> in Hospital	100%

## 2. Outpatient Expenses

**Table of Insured Events – Table 2**

Insured Benefits	Benefit Limit
a. <b>Outpatient Medical Care and Services</b>	100%
b. <b>Prescribed Medicines</b> out of Hospital	100% up to a maximum of \$2,000
c. <b>Emergency Medical Transport</b>	100%

## 3. Pregnancy and Maternity Care Expenses

**Table of Insured Events – Table 3**

Insured Benefits	Benefit Limit
a. Routine pre-natal expenses, childbirth expenses and mothers post-natal care expenses	100%
b. Emergency and/or complicated childbirth expenses	100%
c. <b>Routine newborn child expenses</b>	100%

## 4. General Dental Expenses and Special Dental Expenses

Table of Insured Events – Table 4

Insured Benefits	Benefit Limit
a. General Dental Expenses	100% up to a maximum of \$1,400
b. Special Dental Expenses	100% up to a maximum of \$1,200

## 5. Ancillary Expenses

Table of Insured Benefits – Table 5

Insured Benefits	Benefit Limit
a. Acupuncture, Chiropractic, Osteopathy, Physiotherapy	\$100 per visit up to a maximum of \$500
b. Podiatry, Speech Therapy, Dietetics, Homeopathy Hypnotherapist, Naturopathy	100% up to a maximum of \$500
c. Optical: Examinations, Spectacles and Contact Lenses	100% up to a maximum of \$300
d. Prosthesis appliance (non surgical) including Hearing Aids	One (1) appliance every two (2) years up to a maximum of \$1,000
e. Rehabilitation, Occupational Therapy	100% up to a maximum of \$5,000
f. Psychology, Psychiatry, Psychotherapy	100% up to a maximum of \$2,500
g. Preventative Medical Expenses	100% up to a maximum of \$1,500

## Section 2 – Emergency Medical Evacuation

Provided that Section 2 cover is shown in the **schedule**, if an **insured person** suffers a **critical injury** or **critical sickness** requiring specialised treatment outside their **country of domicile** if **DUAL Assist** in conjunction with the local treating **doctor** or **specialist** agree that any such treatment is not reasonably available in their current location. **We** will require a certificate from the local treating **doctor** or **specialist** stating that the **insured person** has a **critical injury** or **critical sickness**. Each **benefit** is subject to the **aggregate excess** as shown in the **schedule**.

### 1. Emergency Medical Evacuation

- The **insured person's** transfer under necessary medical supervision by air ambulance, scheduled flight, road ambulance or the like to a more appropriate **hospital** according to the nature of his or her **critical injury** or **critical sickness**;
- if there is no option to medically evacuate the **insured person** via a scheduled transport service **we** will arrange and pay for a chartered transport transfer including but not limited to an aircraft or air ambulance with the necessary and available medical and/or escort supervision and equipment to the nearest recommended **hospital**;
- the return travel costs of any accompanying medical and/or escort personnel provided where **we** have approved such personnel to travel with the **insured person**.

## 2. Accompanying person for a dependent child

The transport charges including economy airfares where possible for one (1) accompanying adult if the **insured person** who has undertaken the emergency medical evacuation is a **dependent child**.

## 3. Accompanying person for an adult

The transport charges including economy airfare where possible of one (1) accompanying adult if the treating **doctor** or **specialist** and **DUAL Assist** recommend that an accompanying person travel with the **insured person**.

## 4. Insured Person's return to country of domicile

The reasonable return transport charges including economy airfares where possible to return the **insured person** to their **country of domicile** within ninety (90) days of sustaining the **critical injury** or **critical sickness** for the purpose of continuing their work for and on behalf of the **insured**; however **we** will pay these charges only if the transport charges are in addition to what the **insured** or **insured person** had budgeted for on the original journey to the **country of domicile** and return.

## 5. Accommodation Benefits

- a. Accommodation charges for an **insured person** who under the recommendation of the treating **doctor** or **specialist** and **DUAL Assist** is transported outside their **country of domicile** or away from their home, and requires such accommodation outside their **country of domicile** or away from their home during the prescribed **hospital** treatment period. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to thirty (30) days;
- b. accommodation charges of one (1) accompanying adult for the duration of the **insured person's hospital** confinement including their pre-**hospital** and post-**hospital** accommodation charges. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to thirty (30) days, if recommended by the treating **doctor** or **specialist** and **DUAL Assist**;
- c. accommodation charges for an **insured person** when the **insured person's** treating **doctor** or **specialist** and **DUAL Assist** certify as necessary for the **insured person** to wait for **hospital** treatment, convalesce after **hospital** treatment or wait for medical test results. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to fourteen (14) days.

### Section 2 – Conditions

These conditions apply to Section 2 in addition to the General Conditions Applying to all Sections of the **Policy**:

1. **we** reserve the right to evacuate or repatriate an **insured person** at **our** discretion. **DUAL Assist** will determine the most appropriate means of transport and destination for evacuation or repatriation based upon medical advice received from the **insured person's** treating **doctor** and the **DUAL Assist** medical advisor;
2. the maximum amount **we** will pay is shown in the **schedule** against Section 2, Emergency Medical Evacuation;
3. accommodation **benefits** are not available in the **insured person's country of residence** unless agreed to by **us** and are only payable if the **insured person** does not have an alternative place to stay (E.g. with a relative).

## Section 3 – Additional Benefits

**We** will pay up to the **benefit** limit for 1-4 below for necessary and reasonable expenses incurred by an **insured person** during the **insurance period**, provided that Section 3 cover is shown in the **schedule**. Each **benefit** is subject to the **aggregate excess** as shown in the **schedule**.

### 1. Home Leave

If an **insured person**:

- a. temporarily returns to their **country of residence** on **home leave** authorised by the **insured**; or
- b. undergoes an emergency medical evacuation covered under Section 2 – Emergency Medical Evacuation of this **policy** returning them to their **country of residence**;

**we** will pay any covered **benefit** under Section 1 - Medical Expenses Tables 1-5, up to the amount shown on the **schedule** against **home leave**.



## Home Leave – Conditions

- a. Cover is provided under the **home leave benefit** for a maximum period of thirty (30) consecutive days any one stay and sixty (60) days in any one **insurance period**;
- b. **DUAL Assist** must have approved prior to the **insured person's** return date:
  - i. medical treatments the **insured person** requires for any medical condition the **insured person** was aware of before their return date. If this prior approval is not obtained and **we** have been prejudiced **we** may at **our** discretion choose to pay what it would have cost had **we** been so advised;
- c. Expenses may only be paid under the **home leave benefit** where permitted to do so by health legislation and regulations, or the relevant local legislation of the **insured persons' country of residence**.

## 2. Employee Replacement

Where an **insured person** is undertaking work on foreign assignment, suffers a **critical injury** or **critical illness** requiring repatriation to their **country of residence**, **we** will pay reasonable travel and accommodation expenses up to the amount shown in the **schedule** for a replacement employee to complete any urgent unfinished business commitments provided such travel occurs within ninety (90) days of the **insured person's** repatriation.

**Benefits** payable are subject to **our** prior written approval.

## 3. Emergency Return to Country of Residence

Subject to **our** prior written approval where an **insured person's spouse/partner** or **dependent child** unexpectedly dies or sustains a **critical injury** or **critical sickness**, **we** will pay all reasonable travel and accommodation charges up to the **benefit** amount shown in the **schedule** against Emergency Return to Country of Residence in returning the **insured person** to their **country of residence**.

## 4. Repatriation of Mortal Remains or Local Funeral Expenses

If during the **insurance period** an **insured person** sustains an **injury** or **sickness** resulting in death **we** will pay all reasonably incurred charges up to the amount shown in the **schedule** against Repatriation of Moral Remains or Local Funeral Expenses for the return of the **insured person's** body or ashes to the **insured person's country of residence** or the cost of a local funeral in the **insured person's country of domicile**.

# General Conditions

The following conditions apply to all Sections under the **policy**:

1. **Benefits** will not be payable until the **insured person** has paid the whole of the **aggregate excess**.
2. **Benefits** will not be payable for expenses which are incurred on or after the date an **insured person** permanently returns to their **country of residence**.
3. Cover under **Pregnancy and Maternity Care Expenses**, Table of **Insured Events** – Table 3 shall only apply if:
  - a. a twelve (12) month waiting period has been completed by the **insured person** under this **policy**; and
  - b. the pregnancy has commenced during the **insurance period** and after the **insured person** has been accepted to the **policy**.
4. Any **benefits** for medical expenses caused by or arising out of a **cyber act** or a **cyber incident** are payable, subject to the terms, conditions, limitations and exclusions of this **policy**.
5. **DUAL Assist** (+61 2 8016 9210) must be notified as soon as reasonably practicable if the **insured person** is hospitalised or where medical expenses, emergency medical evacuation and covered travel costs exceed or are likely to exceed five thousand (\$5,000) dollars in any one (1) event to confirm cover under the **policy**.

# General Exclusions

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

No **benefits** are payable under this **policy** for any **insured event** for any loss or expense that has been directly or indirectly caused by, arising out of, any of the following:

1. failing to follow the instructions of **us** or **DUAL Assist**;
2. **injury** or **sickness**, which is intentionally or deliberately self-inflicted by an **insured person**, including suicide or attempted suicide;
3. a criminal or illegal act committed by an **insured person**;
4. 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;
5. an **insured person** being under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
6. secondment that was planned or undertaken:
  - a. against a **doctor's** advice; or
  - b. whilst the **insured person** was not fit to commence secondment;
7. elective treatments including:
  - a. cosmetic surgery;
  - b. plastic surgery (except in relation to an **injury** during the **insurance period**);
  - c. assisted reproduction and fertility treatments including any diagnostic testing; and
  - d. sterilisation;
8. routine medical and/or physical examinations not provided for in the **policy** such as pre-placement vaccinations for visa or work placement purposes and routine health checks;
9. charges for non-medical services including but not limited to telephone, television and newspapers;
10. **war**, invasion or **civil war**;
11. flying or engaging in any other aerial activity unless as a fare paying passenger on an airline with scheduled flights;
12. participating, training or taking part in professional sports of any kind;
13. nuclear reaction, nuclear radiation or radioactive contamination;
14. sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
15. any **pre-existing condition** unless an application form has been received and accepted by **us** prior to the **insured person** being covered under this **policy**;
16. any congenital condition or abnormality either recognised at birth or believed to have been present since birth;
17. 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);
18. 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;

19. the loss or expense comprising a claim (or part of a claim) for **benefits** is recoverable from any other source;
20. any charges or expenses incurred after the expiry date of the **insurance period** if the **policy** is not renewed with **us**; and
21. from treatment or services which are covered by:
  - a. any workers' compensation legislation or policy; or
  - b. any transport accident legislation; or
  - c. any government sponsored fund, plan, or medical benefit scheme; or
  - d. any other insurance policy covering the same charges or expenses; or
  - e. any other insurance policy required to be effected by or under a law.

## 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. Annual Aggregate Excess

**Benefits** under the **policy** may be subject to an annual **aggregate excess** which will be shown in the **schedule**.

Where an annual **aggregate excess** is specified in the **schedule** the **insured** or **insured person** will be required to pay this **aggregate excess** before any **benefit** is payable under the **policy** and is the amount **we** will not pay in any one **insurance period** per single, per couple or per family. The **aggregate excess** is applied to claimable **benefits** under the **policy**.

### 3. Age Limit

No cover is provided under the **policy** for **insured events** which occur on or after the date an **insured person** reaches the age of sixty six (66), unless otherwise indicated on the **schedule**.

### 4. Currency

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

**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 rise 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 any **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 to in

pursuing such rights. If **you** and/or any **insured person** have agreed to not to 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 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 **your** or 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 worldwide 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 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.