

DUAL WebRater

# Terms of Service

DUAL

# DUAL Australia

## The WebRater Terms of Service

DUAL Australia Pty Ltd (ACN: 107 553 257) ("DUAL/We/Us/Our") issues insurance products as an agent of certain underwriters at Lloyd's of London.

Copies of the full policy wordings are available at [dualinsurance.com](http://dualinsurance.com)  
Broker specific wordings may be available through this portal.

This online application forms the basis of any insurance contract subsequently entered into by you (on behalf of your clients) and DUAL. Any references to "you" or "your" in these Terms of Service should be read to mean you and/or your clients.

By submitting information to us in an electronic format, you agree that you are a person authorised to do so on behalf of the applicant and that you have read and understood DUAL's Terms of Service.

### 1. Duty of Disclosure

Before you enter into an insurance contract with us, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

You have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- a. reduces the risk we insure you for;
- b. is common knowledge;
- c. we know or should know as an insurance company; or
- d. we waive your duty to tell us about.

If you do not tell us something you are required to, we may cancel your policy or reduce the amount we shall indemnify you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed.

If you are in doubt whether you should disclose anything, you should disclose it.

### 2. Customer Insurance Contracts

This clause only applies to customer insurance contracts.

#### Duty of Disclosure

When answering questions on WebRater, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other proposed insured persons must answer questions we ask at the time of application and at renewal 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.

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.

### Target Market Determinations

Target Market Determinations (TMD) for our retail products are available on our [website](#) in accordance with Pt 7.8A of the Corporations Act 2001 (Cth) (Corporations Act) and supporting regulations.

Prior to binding a risk via WebRater, you and the client must review the TMD to ensure that the policy is suitable for your client and they form a part of the target market.

### 3. Copyright

The content of this site including the design, text and graphics in addition to the software utilised, is the property of DUAL and is protected by the national and international laws of Copyright. All software utilised in the site is the property of DUAL or of its software suppliers, and is protected by the national and international laws of Copyright. Any use, including the modification, distribution, transmission or reproduction thereof is strictly prohibited, save where express consent has been given by DUAL.

### 4. Disclaimer

While DUAL has taken care to ensure that the information contained in the website is complete and correct, DUAL does not warrant or represent that it is free from errors or omissions or that the information contained in the website is suitable for your intended use. DUAL recommends that you seek independent advice before acting on any information contained in this website. Subject to any terms implied by law and which cannot be excluded, DUAL accepts no responsibility for any loss, damage, cost or expense incurred by you as a result of any error, omission or misrepresentation in this website. All services provided must be communicated via Brokers.

We will take reasonable steps to provide a safe and reliable service, but there are some risks with using the internet. We do not guarantee that the website will be free from viruses. We accept no responsibility for any harmful computer code that might be introduced to your system by using this website (to the extent permitted by law).

We do not guarantee that access to this website will be uninterrupted, timely or secure, or that it will always operate as intended, and we accept no responsibility in that regard (to the extent permitted by law).

The website, or any product or service available on it, may be changed or withdrawn at any time, without notice. Your access to this website may be terminated at any time, without notice, for whatever reason. You must not in any way access the website or its content after termination.

This website does not purport to provide you with personal, financial or investment advice of any kind. We have not taken into account your individual circumstances. You should consider whether or not the insurance product is appropriate for you.

### 5. Unauthorised or Illegal Use

We may decide not to authorise or settle any transaction that you submit to us if we believe that the transaction is in violation of these Terms of Service or any other agreement that you have with DUAL or that it exposes you, other DUAL customers, our insurers or reinsurers to harm. Harm includes fraud and other criminal acts and breaches of trade or economic sanctions.

If we reasonably suspect that your account has been used for an unauthorised, illegal or criminal purpose, you give us express authorisation to share information about you, your DUAL account and any of your transactions with law enforcement authorities.

## 6. Pre-Binding

Prior to binding a risk, you will be provided a non-binding quotation along with a WebRater Insurance Information Summary. This quotation is based on the information and answers you and/or the client have provided on WebRater and the type of cover sought. You must ensure that you review the quotation and confirm that the details are complete and correct. You must also ensure that you read and understand the quote conditions before binding the risk.

The WebRater Insurance Information Summary confirms the answers you have entered into WebRater. You acknowledge that purpose of the WebRater Insurance Information Summary is to assist with the verification of client insurance information. This Summary is not compulsory for insurance brokers and does not need to be provided to DUAL Australia as any contract of insurance entered into will be based on the information contained in the WebRater underwriting system. As such, DUAL Australia does not accept any duty, obligation or liability that may arise out of the use of the Summary.

Where you have submitted a Proposal Form to DUAL and we have entered answers into WebRater on your behalf, prior to agreeing to purchase the policy you and the client should review the WebRater Insurance Information Summary and ensure that the answers are correct and align with the details provided in the Proposal Form.

Prior to binding a risk, you can view, download and/or email yourself a copy of the policy wording and associated endorsements together with the quotation. You should ensure that you and the client review the policy wording and associated endorsements and are satisfied with not just the benefits of coverage but also the limitations and restrictions on coverage.

## 7. Binding

In order to bind a risk, you must follow the process specified online. You can not bind on a non-binding indication outside of the website, or whilst there are outstanding subjectivities. Any closings which are sent to DUAL for Indications or quotations that have not been bound via the WebRater, or where outstanding subjectivities have not been received, will not be accepted and cover will not be bound via closing. Terms generated via the website can only be closed via the website, unless we provide our express written consent otherwise. The purpose of the website is to make binding business with us easier and reduce paperwork for our brokers.

## 8. Credit

Credit terms are 90 days from binding. DUAL reserves the right to cancel any policies where premium has not been received within the credit terms.

## 9. Modern Slavery

DUAL is committed to ensuring compliance with the *Modern Slavery Act 2018* (Cth). Accordingly, in using the WebRater, you certify that you and any entities or individuals in your supply chains, do not condone or participate in any modern slavery practices.

## 10. Accident and Health Financial Service Guide (FSG)

With respect to Accident and Health products, please refer to our FSG which can be accessed on our [website](#). The FSG is designed to provide you with enough information to decide whether to obtain a financial service from DUAL.

Should you require any further information, please do not hesitate to contact us using the contact details at the end of this document.

## 11. Privacy Collection Statement

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

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically, unless you tell us that you do not wish to receive electronic communications. If you do not provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else, you must obtain their consent to do so.

We provide your personal information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We may also provide your information to your broker and our contracted third-party service providers (e.g. claims management companies). We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

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

## How to contact DUAL

If you have enquiries or wish to provide feedback about your personal information, please email the Privacy Officer at [privacy@dualaustralia.com.au](mailto:privacy@dualaustralia.com.au)

If you have any questions about how to use the website, coverage questions, or would like assistance in using the website, you should contact an underwriter. Contact details for available underwriters are available at [dualinsurance.com](http://dualinsurance.com)

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# Helping you do more

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