

# 

# SPORT GROUP PERSONAL ACCIDENT INSURANCE CHANGES TO COVER

Changes to Cover applicable for changes from PDS version DUALSGPAPDSV615 to DUAL Australia Sport Group Personal Accident Insurance PDS and Policy Wording 11.22.

This changes to cover document provides a brief summary of the key changes made as provided by the DUAL Australia Sport Group Personal Accident Insurance PDS and Policy Wording 11.22. Please note the clause numbers have changed.

The changes to cover document should be read in conjunction with the full Policy Wording, Policy Schedule, and any other supporting documents that we issue you.

Section	Change Explained
General Definitions	
Amended Definitions	<b>doctor</b> has been amended to 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 <b>insured</b> <b>person</b> , the <b>insured person's</b> employer, the <b>insured person's employee</b> or the <b>insured</b> <b>person's</b> relative.
	<b>injury</b> has been amended to mean bodily <b>injury</b> resulting from an <b>accident</b> (as defined) and does not include any:
	a. sickness;
	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 <b>pre-existing condition</b> ;
	d. any other <b>pre-existing condition</b> ; or
	e. any degenerative condition.
	loss has been amended to include the requirement to be caused by an <b>injury</b> .
	<b>permanent</b> has been amended to mean disablement lasting for at least twelve (12) consecutive months from the date of the <b>injury manifests</b> and which will, in all probability, continue for life.
	<b>pre-existing condition</b> is amended to include conditions with which the <b>insured person</b> was aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment prior to the <b>policy</b> . Any medical condition that the insured person has suffered from or been treated for irrespective of whether a complete recover has occurred, is still treated as a <b>pre-existing condition</b> .
	<b>salary</b> is amended to include point ii. for self employed <b>insured persons</b> , and means 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 <b>injury</b> or averaged over a shorter period if the <b>insured person</b> has been self-employed in the current role for less than twelve (12) months.

Section	Change Explained
	<b>temporary partial disabled/ment</b> has been amended to clarify the temporary inability to participate in a substantial part of the <b>insured person's</b> usual employment, occupation or business activities must be: i. directly caused by an <b>injury</b> ; and
	ii. the <b>insured person</b> must be under the <b>regular care</b> of and acting in accordance with the treatment, instructions or advice of a <b>doctor</b> ; and
	iii. that inability <b>manifests</b> during the <b>insurance period</b> .
	<b>temporary total disabled/ment</b> has been amended to clarify the temporary disablement which totally prevents the <b>insured person</b> from performing their usual occupation or employment activities, or any other occupational or employment activities for which they have the experience, skills, education or training must be:
	i. directly caused by an <b>injury</b> that <b>manifests</b> during the <b>insurance period</b> ; and
	ii. the <b>insured person</b> must be under the <b>regular care</b> of and acting in accordance with the treatment, instructions or advice of a <b>doctor</b> .
	<b>total disablement</b> has been amended to clarify that the disablement must be directly caused by an <b>injury</b> that <b>manifests</b> during the <b>insurance period</b> .
	<b>war</b> includes armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power.
	accident has been included and confirms affirmative cover for cyber events including:
Additional Definitions	a. those arising from 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.
	<b>dentist</b> means a legally registered dental practitioner who is not an <b>insured person</b> or their relative.
	finger, thumb or toe mean the digits of a hand or foot.
	<b>manifest(s)</b> means, in respect of <b>injury</b> , the date on which the symptoms of the <b>injury</b> first become apparent to any <b>insured person</b> , or ought to have become apparent to a reasonable person in their position, whichever comes first.
	<b>non Medicare medical expenses</b> replaces the former medical expenses definition and means expenses paid to a <b>doctor</b> , <b>dentist</b> , a private hospital, nurse, 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);
	<ul> <li>any expense where a Medicare benefit is paid or payable including the balance of monies due or payable by the <b>insured person</b> after deduction of any Medicare benefit or rebate from the actual expense incurred (commonly referred to as the "Medicare gap");</li> </ul>
	<li>c. any amounts recoverable by the <b>insured person</b> from any other source except for the excess of the amount recoverable from such other source; or</li>
	d. dental treatment unless such treatment is necessarily incurred to <b>teeth</b> and is caused by injury and performed by a <b>dentist</b> .

This document is only intended to be a summary of the changes to cover. We encourage you to read the full Policy wording for a full description of the terms and conditions. This Policy Summary does not form part of the policy terms and conditions.

Section	Change Explained
	policyholder means the insured.
	<b>regular care</b> means medical consultation with a <b>doctor</b> on an ongoing monthly or shorter repetitive basis.
Deleted Definitions	Hand and foot have been removed as defined words.
	Medical Expenses has been replaced by <b>non Medicare medical expenses.</b>
	Scope of cover has been removed and is detailed in the <b>policy schedule</b> .
	Sickness has been removed and is not defined when referenced in the <b>policy wording</b> .
Section 1 - 4	1
	In respect to: Table 1 - Lump Sum <b>Benefits – Injury</b> Table 2 – Weekly <b>Benefits – Injury</b>
Amended Sections	Table 3 – Fractured Bones Benefits – Injury
	Table 4 – Dental <b>Benefits</b> - <b>Injury</b> Clauses are amended to clarify that the <b>injury</b> resulting in the <b>insured event</b> covered under the Table of <b>Insured Events</b> must <b>manifest</b> during the <b>insurance period</b> while the person is an <b>insured person</b> and the <b>insured event</b> must occur within twelve (12) months of the <b>injury</b> .
Section 1 – Lump Sum Bene	fits
Deleted Event	Former Insured Event 7 – permanent and incurable insanity is deleted.
Section 2 – Weekly Benefits	- Injury
Amended Event	<b>Current Insured Event</b> 27. <b>Temporary partial disablement</b> part (b) is amended for those <b>insured persons</b> who are able to return to work in a reduced capacity and elect not to do so, the <b>benefit</b> payable is reduced to 25% of the compensation payable for <b>insured event</b> 26.
Section 5, Additional Benefi	ts
	3. <b>Return to Work Assistance</b> has been updated to reimburse reasonable expenses incurrent for participation in a return to work program, retraining program, or rehabilitation program by the <b>insured person</b> , provided that evidence is provided by the <b>insured person's doctor</b> certifying the need for the program. This <b>benefit</b> will be limited to the actual costs incurred up to the amount shown in the <b>schedule</b> against Return to Work Assistance.
Amended Additional Benefits	6. Non Medicare Medical Expenses (formally non Medicare Benefit) has been updated to confirm 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. The definition of non Medicare medical expenses is included in the general definitions.
	7. Physiotherapy Benefit has been updated to confirm If an insured person suffers an injury during the insurance period and whilst engaged on activities authorised by the insured, for which benefits are payable under insured events 2 to 27 we will pay the cost of physiotherapy expenses, provided they are incurred within twelve (12) months from the date of injury.
	Each visit is limited to 75% of the fees charged, less any rebates from other sources subject to a maximum payment of fifty dollars (\$50) per visit.
	The maximum <b>benefit</b> payable with respect to any one (1) injury shall be seven hundred and fifty dollars (\$750) unless otherwise shown on the <b>schedule</b> against Physiotherapy <b>Benefits</b> .

Section	Change Explained
	Additional <b>Benefits</b> 8, 9, 10 and 11 are available when the additional cover is chosen and an additional premium paid. The sum insured will be noted in the <b>schedule</b> .
	8. Student Education Assistance
	If an insured person suffers an injury during the insurance period and is:
	a. not in receipt of a pre-disability <b>salary</b> ; and
	b. is registered as a full time student; and
	c. entitled to claim a <b>benefit</b> under Section 2 – Weekly <b>Benefits</b> – <b>Injury</b> ; and
	d. is unable to attend scheduled classes due to the <b>injury</b> ,
	<b>we</b> will pay the cost of reasonable expenses incurred for tutorial services up to the amount shown in the <b>schedule</b> against student education assistance.
	Covered expenses must be carried out by persons other than members of the <b>insured person's</b> family or other relatives or person's permanently living with the <b>insured person</b> .
	9. Domestic Home Help
	If an <b>insured person</b> suffers an <b>injury</b> during the <b>insurance period</b> and is:
	a. not in receipt of a pre-disability <b>salary</b> ; and
Additional Benefits included	b. entitled to claim a <b>benefit</b> under Section 2 – Weekly <b>Benefits</b> – <b>Injury</b> ,
	<b>we</b> will pay for the cost of reasonably and necessarily incurred expenses of hiring domestic help and/or child-minding.
	Expenses covered by this additional <b>benefit</b> must be:
	(i) for services carried out by persons other than members of the <b>insured person's</b> family or other relatives or person's permanently living with the <b>insured person</b> ; and
	(ii) must be certified by a <b>doctor</b> as being necessary for the recovery of the <b>insured person</b> .
	10. Funeral Expenses
	<b>We</b> will reimburse reasonable funeral, burial or cremation expenses or reasonable expenses for transporting the <b>insured persons</b> body or ashes to a nominated place up to the sum insured shown in the <b>schedule</b> .
	11. Modification Expenses
	For <b>insured event(s)</b> 2, 3, 4, 6 or 9, <b>we</b> will pay reasonable costs to modify the <b>insured person's</b> home, work or motor vehicle or to relocate the <b>insured person</b> to a suitable home up to the sum insured shown in the <b>schedule</b> .
	This <b>benefit</b> only payable if <b>we</b> have evidence presented from the <b>insured person's doctor</b> certifying that the modification and/or relocation is medically necessary.

Section	Change Explained
General Conditions	
Deleted Conditions	Former General Condition Number 8. Age limit, moved to General Provision Number 3.
	Former General Condition Number 11, 12 and 13 regarding notification in writing has been addressed in the PDS under "Making a claim" and General Condition 12, see amended General Condition 12 below.
	Former General Condition Numbers 15, 16 and 17 regarding co-operation has been deleted, this has been addressed in the PDS under "Making a Claim" and General Provision 6. "Co-Operation".
	Former General Condition Number 18 regarding and death and capital <b>benefits</b> claims and weekly <b>benefits</b> - <b>injury</b> claims has been deleted, this has been addressed in the PDS under "Making a Claim".
	Former General Condition Number 19. relating to death or disability due to sickness has been deleted, the policy covers <b>accidental death</b> by <b>injury</b> only.
	Former General Condition Number 20 relating to actions or proceedings, has been addressed in the PDS under "Making a Claim" and "Complaints Process."
	8. has been amended to confirm the <b>insured person</b> must be gainfully employed at the time of the <b>injury</b> for <b>insured events</b> 26 and 27 to apply.
	9. has been amended for weekly <b>benefits</b> payable for <b>insured events</b> 26 or 27 will be reduced by:
	9. a. any other benefits the <b>insured person</b> 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
Amended Conditions	c. reduced by sick pay received or monies paid or payable for the notice period in the event of a redundancy; and
	d. reduced by 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 <b>benefits</b> paid under the <b>policy</b> ; and
	e. reduced by any disability entitlement, including payments arising under the National Disability Insurance Scheme
	So that the total <b>benefit</b> payable under this <b>policy</b> does not exceed the applicable percentage or lesser of:
	i. the maximum sum insured stated in the <b>schedule</b> against Section 2– Weekly <b>Benefits</b> – <b>Injury</b> ; or
	ii. the <b>insured person's salary</b> .
	10. has been amended to clarify that should the <b>insured person</b> suffer a recurrence of <b>insured</b> <b>events</b> 26 or 27 from the same <b>injury</b> outside the <b>insurance period</b> , <b>benefits</b> under this <b>policy</b> for the additional period of <b>insured events</b> 26 or 27 will not be covered
	12. Has been amended to clarify no <b>benefits</b> are payable unless the <b>insured person</b> , as soon as reasonably practicable, possible after the happening of any <b>injury</b> giving rise to a claim under the <b>policy</b> , seeks medical advice and undertakes treatment from a <b>doctor</b> and continues to do so whilst the <b>insured person</b> remains <b>temporary total disabled</b> or <b>temporary partial disabled</b> .

This document is only intended to be a summary of the changes to cover. We encourage you to read the full Policy wording for a full description of the terms and conditions. This Policy Summary does not form part of the policy terms and conditions.

Section	Change Explained
Additional Conditions	6. No weekly <b>benefits</b> are payable during the <b>excess period</b> stated in the <b>schedule</b> .
	7. No weekly <b>benefits</b> are payable in excess of the percentage of <b>salary</b> shown on the <b>schedule</b> .
	13. No <b>benefits</b> are payable for more than one (1) of <b>insured events</b> 26 and/or 27 that occur for the same period of time.
	14. No weekly <b>benefits</b> are payable for <b>insured events</b> 26 or 27 if the <b>insured person</b> is on unpaid leave or on maternity leave.
	16. Benefits will cease if the <b>insured person</b> fails to follow the advice of their <b>doctor</b> or <b>our</b> <b>doctor</b> and includes but is not limited to the <b>insured person</b> failing to participate in relevant rehabilitation and/or return to work programs as advised by the <b>insured person</b> or <b>our</b> <b>doctor</b> .
	17. <b>Benefits</b> will cease if the <b>insured person</b> fails to attend or participate in any attendances, consultations or investigations required by the <b>insured person's doctor</b> or <b>our doctor</b> in the course of any relevant rehabilitation and/or return to work programs described at condition number 16 above.
	For the purpose of condition number 16 and 17:
	a. rehabilitation means any treatment, therapy, procedure or program recommended and/or advised by the <b>insured person's doctor</b> or <b>our doctor</b> ; and
	b. if there is a difference of advice between the <b>insured person's doctor</b> or <b>our</b> appointed <b>doctor</b> , the advice of <b>our</b> appointed <b>doctor</b> will be the advice for the purposes of this condition.
General Exclusions	
Deleted Exclusions	Former exclusion number 1. Relating to fraudulent claims, this is covered off in Section 56 of the Insurance Contracts Act and "Your Duty of Disclosure."
Amended Exclusions	General Exclusions preamble is amended to confirm no <b>benefits</b> are payable under the <b>policy</b> for any <b>insured event</b> resulting from <b>injury</b> that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the exclusions.
	1. is amended to clarify the intention of the exclusion is for self-inflicted <b>injury</b> .
	6. is amended to exclude flying or engaging in any other aerial activity except as a fare paying passenger on an airline with scheduled flights.
	<ol> <li>is amended to exclude cover for pre-existing conditions whether or not a proposal form or application form has been received by us.</li> </ol>
	14. is amended to exclude sickness, disease or disorder or any kind.
	15. is amended to include the relevant health insurance acts.
	16. Sanctions exclusion has been amended to include reference to Australia.
Additional Exclusions	17. is amended to exclude cover for psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or a subsequent or equivalent publication).
	18. a sexually transmitted disease exclusion has been added to the <b>policy</b> .

Section	Change Explained
General Provisions	
Amended Provisions	7. Subrogation and our right of recovery
	Clause expanded to include:
	If <b>you</b> or any <b>insured person</b> have waived the right to compensation from another source that is liable to pay compensation for a <b>benefit</b> payable under the <b>policy</b> , <b>we</b> will not cover <b>you</b> or any <b>insured person</b> under the <b>policy</b> for that loss, damage or liability.
	If <b>you</b> or any <b>insured person</b> brings a claim for loss or damage against a third party in respect to the <b>benefit</b> being paid under the <b>policy</b> , then included in the claim must be payments recoverable from the third party. Should damages be recovered against the third party then <b>you</b> or the <b>insured person</b> must repay to <b>us</b> the recoverable payments received under this <b>policy</b> .
	3. Age Limit
	Is included for <b>insured persons</b> up to age sixty six (66), unless otherwise indicated on the <b>schedule</b> .
	8. Other Insurance
	In the event of a claim <b>you</b> or an <b>insured person</b> must inform <b>us</b> of any other insurance <b>you</b> or the <b>insured person</b> may have covering the same risk.
	9. Several Liability of Underwriters
Additional Provisions	The obligations of <b>our</b> subscribing Underwriters, where there is more than one (1) Underwriter subscribing to the <b>policy</b> , 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 <b>policy</b> .
	11. Cover under more than one policy with us
	Where an <b>insured person</b> is covered under another insurance policy with <b>us</b> in respect of the same <b>benefits</b> as provided by this <b>policy</b> , <b>we</b> shall only pay the <b>benefit</b> once and the amount payable shall be the higher of the two (2) policy limits applicable.
	12. Alteration of risk
	If <b>you</b> make any changes, or become aware of any changes, or if <b>you</b> make any changes to <b>your</b> business activities, that are likely to increase the risk of a claim under this <b>policy</b> , <b>you</b> must tell <b>us</b> as soon as <b>you</b> become aware of the changes.

7