

# Personal Accident

## Declined Claims

### Examples



## Weekly Benefits - Injury

### Profile

The Insured purchased a DUAL Individual Personal Accident Policy and opted to take out cover for Weekly Benefits – Injury. The Insured elected to not purchase Weekly Benefits – Sickness cover.

### Background

54-year-old self-employed tiler consulted their doctor with right ankle pain. The medical diagnosis was arthritis in the ankle.

### Outcome

Claim was declined on the basis that the condition was medically considered an illness/disease and not an injury.

### Specific Clause applied:

Policy Definition of Injury:

- Injury does not include:
  - 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;

## 12 Month Manifestation Condition

### Profile

Employee covered under a Group Personal Accident Policy covering both Weekly Benefits – Injury and Weekly Benefits – Sickness.

### Background

60-year-old Business Trainer for the company required surgery for a Total Knee Replacement (TKR) due to osteoarthritis in the knee and resulted in a period of time off work. The individual had been aware of osteoarthritis in their knee for many years but did not wish to see a specialist and was subsequently prescribed conservative treatment. The condition naturally worsened overtime and the Insured Person agreed to see a Specialist who recommended a TKR.

### Outcome

Claim was declined on the basis that the Insured's disablement did not result in disablement within 12 months of the condition first manifesting which is a requirement under the policy. There were also no influencing factors outside the Insured's control which delayed the need for surgery.

### Specific Clause applied:

Section 5 – Weekly Benefits – Sickness

- the SICKNESS results directly in the INSURED EVENT, which must occur within twelve (12) months of the date of the first manifestation of the SICKNESS.

## Pre-Existing Condition Exclusion

### Profile

The Insured was a self-employed individual who took out an Individual Personal Accident Policy for both Weekly Benefits – Injury and Weekly Benefits – Sickness.

### Background

40-year-old Cleaner who sustained an Injury to their Shoulder in June 2021 and was aware that they would require surgery which was scheduled for January 2022. The individual subsequently took out the Personal Accident Insurance Policy in July 2021.

### Outcome

The claim was declined on the basis that the Insured was aware of their condition prior to the inception of their policy and is therefore deemed a Pre-Existing Condition. Pre-Existing Conditions are excluded under the Personal Accident Policy

### Specific Clause applied:

Policy Definition of Pre-Existing Condition:

**Pre-existing condition(s)** means:

- a. in respect of **injury**:
  - i. condition with which you were aware of or a reasonable person would have been aware of (whether diagnosed or not) or has sought treatment prior to the inception of your policy.

The information contained in this fact sheet is meant as a hypothetical guide only. DUAL Australia does not accept any liability arising out of any reliance on the information in this fact sheet. We urge you to consult your insurance broker, the Insurance Council of Australia or the Australian Financial Complaints Authority (AFCA) for further information. If you are unable to resolve any issues that you may have, you may need to obtain independent legal advice.