DUAL

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TEMPORARY RESIDENTS POLICY WORDING

Temporary Residents
Medical & Additional Expenses
Insurance Deluxe Cover
Product Disclosure Statement
& Policy Wording

DUAL Australia

Temporary Residents' Medical and Additional Expenses Insurance Deluxe Cover

Product Disclosure Statement and Policy Wording

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Temporary Residents' Medical and Additional Expenses Insurance Deluxe Cover

Product Disclosure Statement (PDS)

About DUAL Australia Pty Ltd

DUAL Australia Pty Ltd (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 Australia, has been established since April 2004, and DUAL International since 1998.

DUAL International is part of the Hyperion Insurance Group. For more information about Hyperion visit www.hyperiongrp.com.

Who is the Insurer?

DUAL Australia underwrites exclusively on behalf of certain underwriters at Lloyd's. Lloyd's of London is an APRA regulated 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 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 200 countries and territories around the world.

General Insurance Code of Practice

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and a subscriber to the General Insurance Code of Practice (the Code). The Code sets minimum standards a general insurer must meet in supplying its products and services. DUAL Australia is a proud supporter of the Code. YOU can obtain a copy of the Code at: www.codeofpractice.com.au.

What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help YOU understand the cover offered under the POLICY and provide YOU with sufficient information to enable YOU to compare and make an informed decision about whether to purchase the POLICY. This PDS contains important information required under the Corporations Act 2001 (The Act) 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 document.

General Advice

Any general advice contained within the POLICY WORDING, PDS or accompanying documents does not take into account YOUR or any INSURED PERSON's personal situation, financial objectives, or needs.

Temporary Residents' Medical and Additional Expenses Insurance Deluxe Cover

The POLICY provides health insurance for EMPLOYEE visa holders in Australia as required by the Commonwealth Department of Immigration and Citizenship.

The POLICY provides for the payment of BENEFITS if an INSURED PERSON requires medical care 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 BENEFITS of the Temporary Residents' Medical and Additional Expenses Deluxe Cover Policy.

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 IN HOSPITAL PRESCRIBED MEDICINES ;

b) OUT OF HOSPITAL MEDICAL CARE AND SERVICES and PRESCRIBED MEDICINES;

c) PREGNANCY AND MATERNITY CARE EXPENSES

d) Ambulance services ;

e) Dental expenses;

f) ANCILLARY expenses; and

g) Additional Expenses.

Please refer to the POLICY WORDING for details of BENEFITS and conditions that apply.

Not Everything is Covered

Not everything is covered by the POLICY. Some of the circumstances in which no BENEFITS are payable at all include assisted reproductive treatments, elective cosmetic surgery, bone marrow and organ transplants, admitted treatments that do not have an MBS item number, where loss results from nuclear activity, charges for non-medical services, any expenses incurred after returning to YOUR COUNTRY OF RESIDENCE or a PRE-EXISTING CONDITION.

There are also limitations on some BENEFITS. There is a LIMIT OF LIABILITY which limits the maximum amount which WE will pay for any one INSURED PERSON during the PERIOD OF INSURANCE. No BENEFITS are payable until an INSURED PERSON has paid the AGGREGATE EXCESS specified in the SCHEDULE. 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 and General Exclusions in the POLICY WORDING to make sure the cover WE provide matches YOUR expectations.

The Cost of the Insurance Policy and paying your premium

WE shall 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.

The premium is calculated on YOUR specific risk profile which may include:

a) the sums insured;

b) the INSURED PERSONs' 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.

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) lapse the POLICY; and

b) decline any claim under the POLICY.

How to Apply for Temporary Residents' Medical and Additional Expenses Insurance Deluxe Cover

To apply for the POLICY YOU will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with US. They will then approach US to provide YOU with a quotation.

Your Duty of Disclosure

Before YOU enter into a contract of general insurance with US, YOU have a duty under the Insurance Contracts Act 1984, to disclose to US every matter that YOU know, or could reasonably be expected to know that may be relevant to OUR decision whether to accept the risk of the insurance and, if so on what terms. The duty of disclosure is different depending on whether it is a new POLICY or not.

Where YOU are renewing a contract of insurance WE may request YOU answer one or more specific questions relevant to OUR decision in relation to the POLICY and/or WE may give you a copy of any matters previously disclosed by YOU in relation to a previous contract of insurance YOU held with US and request YOU to disclose to US any change to those matters or confirm that there is no change. Again in such circumstances YOU must tell US everything YOU know or could be reasonably expected to know, in answer to such requests.

It is important that YOU understand you are answering the questions for yourself and anyone else to whom the questions apply.

YOUR duty, however, does not require disclosure of any matter:

a) that diminishes the risk to be undertaken by US;

b) that is of common knowledge;

c) that WE know or, in the ordinary course of its business, ought to know; and

d) as to which compliance with YOUR duty is waived by US.

This duty continues after the proposal form has been completed up until the time the POLICY is issued by US.

When answering any questions asked by US in OUR proposal or renewal form YOU must answer them honestly and completely. WE will rely on the answers provided by YOU in deciding whether to insure YOU and anyone else to be insured under the POLICY and on what terms.

If YOU do not answer OUR questions in this way, WE may reduce or refuse to pay a claim or cancel the POLICY. If YOU answer OUR questions fraudulently WE may refuse to pay a claim and treat the POLICY as never having commenced.

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 shall retain a pro rata proportion of the premium for the time the POLICY has been in force and unless YOU purchased the POLICY through an Insurance Broker, 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 (Cth) 1984.*

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 and unless YOU purchased the POLICY through an Insurance Broker, will pay the amount due to YOU within fifteen (15) business days (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.

Making a Claim

Should an incident occur which may give rise to a claim under this POLICY, YOU should notify US in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the INSURANCE PERIOD. YOU should ensure you include YOUR POLICY number in this correspondence.

YOU must at YOUR expense give US such certificates, information and other documentation as WE may reasonably require. 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.

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.

Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't 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 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 are part of the Hyperion Insurance Group and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

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 from our Privacy Officer by telephone (+61 (0)2 9248 6300), email (reception@dualaustralia.com.au) or by visiting our website (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.

What type of personal information do we collect?

WE act on behalf of certain underwriters at Lloyd's. WE collect relevant personal information from insurance brokers for the purposes of writing insurance policies for the insurance companies that WE represent. The personal information WE collect will be collected on behalf of the insurance company or for OUR own administration of those policies. This personal information will usually include name, age, gender, occupation, and contact details of applicants for insurance. Depending on the type of insurance cover required, WE may also collect details of previous claims and financial details (e.g. properties owned by the INSURED) and criminal records.

WE collect personal information about individuals who make claims against parties that WE have covered under the POLICY. For the purposes of assessing these types of claims, WE will usually collect the name, age, gender, occupation, and contact details of the claimant. Depending on the type of claim, WE may also collect details of the financial status of the claimant (eg loss of income).

WE also collect some personal information of business contacts (names and contact details) for use in ordinary business dealings.

How do we collect personal information?

1. General

Personal information that relates to insurance policies and claims is normally provided to US by Insurance Brokers who have collected that information from insurance applicants. Occasionally personal information is provided to US directly from insurance applicants. We will also collect personal information from individuals' representatives who make claims under the POLICY. If information is forwarded to US either electronically (eg in an e-mail) or by sending it to US as a hard copy document, WE will collect that information and use it for the purposes for which it was provided to US. All information received is stored electronically in-house. Any information provided prior to December 2006 in hard copy, is stored at a secured off-site location with full and immediate retrieval access.

2. Website

WE collect personal information from individuals who complete quote and contact forms on OUR website. OUR website does not use cookies to collect personal information.

How your personal information will be used?

WE will use the personal information provided by Insurance Brokers to:

a) assess the risk of underwriting insurance policies;

b) provide quotes for underwriting services;

c) assess and investigate claims;

d) arrange insurance cover with the insurance company that WE represent;

e) carry out administration related to those services; and

f) Fulfil all OUR legal and regulatory requirements.

Will my personal information be disclosed to a third party?

The personal information WE collect will be treated as strictly confidential. WE will forward relevant personal information to certain underwriters at Lloyd's. WE may not forward all personal information collected to them. However, any such information will be available to them upon request.

As underwriters, WE sometimes need to pass personal information to third parties for assistance in evaluating risk or responding to claims. Accordingly, for the purposes of maintaining OUR business, WE may disclose personal information to any of the following third parties:

a) insurance brokers;

b) solicitors;

c) claims management companies;

d) loss adjusters;

e) goods and service providers;

f) surveyors; and

g) as WE may be required to do by law.

OUR website host does not store any personal information that is entered into the forms provided on our web site.

WE will take reasonable steps to ensure that any personal information disclosed to a third party is protected by that party in accordance with the Privacy Act.

How you can access your personal information?

Upon written request, YOU may have access to YOUR personal information held by US, except in circumstances where access may be denied under the Privacy Act. Examples of these circumstances are:

a) where providing access will pose an unreasonable impact on the privacy of another individual;

b) where providing access would be unlawful, would pose a threat to the life or health of an individual, may prejudice an investigation of possible unlawful activity or, may prejudice enforcement of laws; or

c) where denying access is authorised by law.

To make a request for access to YOUR personal information, please contact our Privacy Officer (contact details below). WE will endeavour to respond to a request for personal information within fourteen (14) days.

If personal information is provided to YOU as the result of a request, YOU may be charged a fee for costs incurred in providing that information such as photocopying, administration and postage.

If access is denied WE will provide YOU with reasons for OUR decision.

How you can correct your personal information?

If YOU believe that the personal information we hold about YOU is inaccurate, incomplete or not up-to-date please let US know. Provided WE agree with YOU, WE will correct it. If WE do not agree with YOU, we will place a statement of what YOU allege is correct where that information is kept and accessed.

Will this privacy policy change?

WE reserve the right to change this privacy policy at any time by publishing the varied privacy policy on OUR web site. The varied policy terms will apply from the date they are posted on OUR web site. YOU accept that by doing this, WE have provided YOU with sufficient notice of the variation and agree YOU will be provided with no separate notification.

Your consent

By asking US to quote or insure YOU, YOU consent to the collection and use of the information YOU have provided to US for the purpose described above.

How to contact DUAL Australia Pty Ltd

If YOU have enquiries or wish to provide feedback about this privacy policy, please email or mail to the Privacy Officer at reception@dualaustralia.com.au or Level 6, 160 Sussex Street, Sydney NSW 2000.

What to do if you have a complaint?

YOU are entitled to make a complaint to US and/or Lloyd's about any aspect of YOUR relationship with us.

Complaints Process

How can we help you?

There are established procedures for dealing with complaints and disputes regarding YOUR POLICY or claim. All policyholders can take advantage of the complaints service.

Stage 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either YOUR Lloyd's insurance intermediary (US) or to the administrator handling YOUR claim in the first instance - in most cases this will resolve YOUR grievance.

They will respond to YOUR complaint within fifteen (15) business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with YOU. YOU will also be kept informed of the progress of YOUR complaint.

Stage 2

In the unlikely event that this does not resolve the matter or YOU are not satisfied with the way YOUR complaint has been dealt with, YOU should contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
Sydney NSW 2000

Telephone: (02) 8298 0700
Facsimile: (02) 8298 0788
Email: idraustralia@lloyds.com

When YOU lodge YOUR dispute with Lloyd's, they will usually require the following information:

a) Name, address and telephone number of the policyholder;

b) The type of insurance policy involved;

c) Details of the policy concerned (policy and/or claim reference numbers, etc);

d) Name and address of the insurance intermediary through whom the policy was obtained;

e) Details of the reasons for lodging the complaint;

f) Copies of any supporting documentation YOU believe may assist Lloyd's in addressing YOUR dispute appropriately.

Following receipt of YOUR complaint, YOU will be advised whether YOUR dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

I. Where YOUR complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), YOUR complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with YOUR dispute.

II. Where YOUR complaint is not eligible for referral to the AFCA, Lloyd's Australia will refer YOUR complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with YOU.

How long will the Stage 2 process take?

YOUR complaint will be acknowledged in writing within five (5) business days of receipt, and YOU will be kept informed of the progress of Lloyd's review of YOUR complaint at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases YOU will receive a full written response to YOUR complaint within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

External Dispute Resolution

If YOUR complaint is not resolved in a manner satisfactory to YOU, YOU may refer the matter to the AFCA. AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001 or phone 1800 931 678, http://www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between YOU and YOUR insurer. YOUR dispute must be referred to the AFCA within two (2) years of the date of Lloyd's final decision. Determinations made by AFCA are binding upon US.

How much will this procedure cost you?

This procedure is free of charge to policyholders.

Service Of Suit Clause (Australia)

The Underwriters hereon agree that:

a) In the event of a dispute arising under the POLICY, Underwriters at the request of the INSURED will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the INSURED to give a written undertaking to the INSURED that he will enter an appearance on Underwriters' behalf.

c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

Preparation Date

This PDS was prepared on 6 August 2013.

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.

General definitions under the POLICY

In the POLICY and PDS:

AGGREGATE EXCESS means the amount shown under this item in the SCHEDULE which is the total amount an INSURED PERSON must pay before any BENEFITS are payable under any part of the POLICY.

ANCILLARY means the list of expenses in the table of insured BENEFITS – Table 5.

BENEFIT(S) means the BENEFITS specified in Section 1 of the POLICY.

COUNTRY OF DOMICILE means the country where the INSURED PERSON is residing on foreign assignment.

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.

CRITICAL INJURY means a serious INJURY to an INSURED PERSON resulting in unstable and abnormal vital signs or other unfavorable indicators.

CRITICAL SICKNESS means a serious SICKNESS of an INSURED PERSON resulting in unstable and abnormal vital signs or other unfavorable indicators.

DEPENDENT CHILD 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 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 and for whom a premium has been paid to US.

DOCTOR means a legally registered medical practitioner who is not an INSURED PERSON or their relative.

DUAL ASSIST means the emergency assistance provider appointed by US.

EMPLOYEE means any person in the INSURED's service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons whose COUNTRY OF RESIDENCE is not Australia who is undertaking work on the INSURED's behalf in Australia and who is required to hold health insurance as a condition of their visa or who is otherwise not eligible to obtain Medicare or private health insurance benefits.

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.

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 an INSURED PERSON returning to their COUNTRY OF RESIDENCE for a period not exceeding sixty (60) days.

HOSPITAL means an institution where the sick or injured are given medical or surgical care. 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. It includes surgically implanted prostheses. It excludes cosmetic or plastic surgery, except where necessarily required as a result of INJURY during the INSURANCE PERIOD.

INJURY means bodily injury to an INSURED PERSON during the INSURANCE PERIOD. It does not include:

a) SICKNESS as defined;

b) an aggravation of a Pre-Existing INJURY;

c) a PRE-EXISTING 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 end of the period stated in the SCHEDULE.

INSURED means the entity or entities specified as the INSURED in the SCHEDULE.

INSURED PERSON means any EMPLOYEE, SPOUSE/PARTNER or DEPENDENT CHILD as specified in the SCHEDULE or declared to US and with respect to whom premium has been paid.

LIMIT OF LIABILITY means the maximum amount WE will pay for all BENEFITS for any one INSURED PERSON during the INSURANCE PERIOD. The LIMIT OF LIABILITY is $1,000,000 unless otherwise specified in the SCHEDULE.

MBS means the fees for medical services as set by Medicare.

OUT OF HOSPITAL 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.

PRE-EXISTING CONDITION means any INJURY or SICKNESS in the opinion of a DOCTOR appointed by US, the signs and symptoms of which existed at any time in the period of six months immediately preceding the commencement of the INSURANCE PERIOD or the date upon which the INSURED PERSON became insured under the POLICY.

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.

PRESCRIBED MEDICINES means medicines prescribed by a DOCTOR or SPECIALIST.

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 has first manifested itself whilst the INSURED PERSON is insured under this POLICY.

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 qualified by advanced training and certification and whose practice is limited to a particular class of patients, diseases or technique. A SPECIALIST does not include an INSURED PERSON or their relative.

SPOUSE/PARTNER means the spouse, de-facto partner or partner through civil union of an INSURED PERSON and for whom a premium has been paid to US.

TAKEOVER PROVISIONS means coverage is extended to include all PRE-EXISTING CONDITIONS, provided an INSURED PERSON has had continuous private health insurance cover for the twelve (12) months immediately preceding the effective date of this POLICY.
However, where an INSURED PERSON seeks to transfer from an Australian based insurer, the cover provided by the preceding insurer will be deemed to expire up to a maximum of 30 days from the actual date of termination of that cover.

YOU/YOUR means the INSURED named in the SCHEDULE.

WE/OUR/US means DUAL Australia Pty Ltd (ACN 107 553 257) of Level 4, 332 Kent Street, Sydney NSW 2000.

Temporary Residents' Medical and Additional Expenses Insurance Deluxe Cover

Policy Wording

Section 1 – Medical And Additional Expenses

WE will pay up to the BENEFIT amount set out in 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. No BENEFIT is payable until an INSURED PERSON pays the AGGREGATE EXCESS.

Limit of Liability

WE will not pay any BENEFITS under the POLICY, whether a single BENEFIT or a combination of BENEFITS, to any INSURED PERSON in excess of the LIMIT OF LIABILITY.

In Hospital Expenses - Table of Insured BENEFITS – Table 1

Insured BENEFITS	BENEFIT amount
1. HOSPITAL MEDICAL CARE AND SERVICES	Up to 100% of the amount stated on the SCHEDULE under Section 1.
2. PRESCRIBED MEDICINES IN HOSPITAL	Up to 100% of the amount stated on the SCHEDULE under Section 1.

Out Of Hospital Expenses - Table of Insured BENEFITS – Table 2

Insured BENEFITS	BENEFIT amount
1. OUT OF HOSPITAL MEDICAL CARE AND SERVICES	Up to 100% of the amount stated on the SCHEDULE under Section 1.
2 PRESCRIBED MEDICINES OUT OF HOSPITAL	100% up to a maximum of $2,000

Pregnancy and Maternity Care Expenses - Table of Insured BENEFITS – Table 3

You are only covered for maternity care expenses if your pregnancy commenced during the INSURANCE PERIOD and after your effective date of coverage.

Insured BENEFITS	BENEFIT amount
1. PREGNANCY AND MATERNITY CARE EXPENSES	Up to 100% of the amount stated in the SCHEDULE under Section 1.

GENERAL and SPECIAL DENTAL EXPENSES - Table of Insured BENEFITS – Table 4

Insured BENEFITS	BENEFIT amount
1. GENERAL DENTAL EXPENSES	100% up to a maximum of $1,400
2. SPECIAL DENTAL EXPENSES	100% up to a maximum of $1,200

ANCILLARY Expenses - Table of Insured BENEFITS – Table 5

Insured BENEFITS	BENEFIT amount
1. Acupuncture	100% up to a maximum of $1,000
2. Dietician	100% up to a maximum of $1,000
3. Naturopathy	100% up to a maximum of $1,000
4. Homeopathy	100% up to a maximum of $1,000
5. Hypnotherapist	100% up to a maximum of $1,000
6. Chiropractic	100% up to a maximum of $1,000
7. Osteopathy	100% up to a maximum of $1,000
8. Physiotherapy	100% up to a maximum of $1,500
9. Podiatry	100% up to a maximum of $1,000
10. Speech Therapy	100% up to a maximum of $1,000
11. Prosthesis / appliance (not surgically implanted)	100% up to a maximum of $1,000
12. Hearing Aids / Artificial aids	100% up to a maximum of $1,000
13. Prescribed Medicines	100% up to a maximum of $2,200
14. Optical – Examinations, Spectacles and Contact Lenses	100% up to a maximum of $600
15. Rehabilitation / Occupational Therapy	100% up to a maximum of $10,000

16. Psychology / Psychiatry Psychotherapy	100% up to a maximum of $2,500
17. Home Nursing Expenses following an INJURY or SICKNESS	$750 per week to a maximum four (4) weeks
18. EMERGENCY MEDICAL TRANSPORT required as a result of INJURY or SICKNESS	Up to 100% of the amount stated on the SCHEDULE under section 1

Additional Benefits

We will also pay the following additional BENEFITS under the POLICY:

EMPLOYEE Replacement / EMPLOYEE Return To COUNTRY OF DOMICILE

Subject to OUR prior written approval where an INSURED PERSON, suffers a CRITICAL INJURY or CRITICAL ILLNESS requiring repatriation to their COUNTRY OF RESIDENCE, WE will pay reasonable travel and accommodation expenses for either of the following up to a maximum of $10,000:

a) a replacement EMPLOYEE to complete any urgent unfinished business commitments; or

b) the return of the INSURED PERSON to his or her COUNTY OF DOMICILE to complete any unfinished business commitments after his or her recovery.

Medical Expenses in COUNTRY OF RESIDENCE

Subject to OUR prior written approval where an INSURED PERSON suffers a CRITICAL INJURY or CRITICAL ILLNESS requiring repatriation to their COUNTRY OF RESIDENCE, WE will pay medical expenses up to the maximum sum insured shown on the SCHEDULE for a maximum period of three (3) months.

We will not pay for any treatment or services covered by;

a) Medicare or any similar health insurance scheme;

b) any statutory workers' compensation or transport accident compensation or scheme;

c) any government sponsored fund, plan, or medical benefit scheme; or

d) any other insurance policy specifically covering the same risk.

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 in returning the INSURED PERSON to their COUNTRY OF RESIDENCE. The maximum amount WE will pay is $5,000.

Repatriation Of Mortal Remains Or Local Funeral

If during the INSURANCE PERIOD an INSURED PERSON sustains an INJURY or SICKNESS resulting in death WE will pay all reasonably incurred charges for the return of the INSURED PERSON'S body or ashes to his or her COUNTRY OF RESIDENCE or the cost of a local funeral in his or her COUNTRY OF DOMICILE. The maximum amount WE will pay is $20,000

HOME LEAVE

If during the INSURANCE PERIOD an INSURED PERSON sustains an INJURY or SICKNESS whilst on HOME LEAVE, WE will pay any expenses incurred, provided they specifically fall within the BENEFITS covered by the POLICY up to a maximum of $100,000.

General Conditions applying to the POLICY

1. No cover is provided under the POLICY until the INSURED PERSON has paid the whole of the AGGREGATE EXCESS.

2. No cover is provided under the POLICY for any INSURED PERSON in excess of the LIMIT OF LIABILITY.

3. Unless an INSURED PERSON otherwise directs all BENEFITS (with the exception of EMPLOYEE Replacement / EMPLOYEE Return To COUNTRY OF DOMICILE) 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.

4. In the event of a claim YOU must advise US immediately as to any other insurance YOU may have covering the same risk.

5. No cover is provided under the POLICY for BENEFITS for expenses which are incurred on or after the date an INSURED PERSON permanently returns to their COUNTRY OF RESIDENCE.

6. TAKEOVER PROVISIONS apply to the POLICY provided that the INSURED PERSON produces proof of prior continuous private health insurance cover.

General Exclusions applying to this POLICY

No BENEFITS are payable under the POLICY for any loss or expense caused by or resulting directly or indirectly;

1. from charges for non-medical services including but not limited to telephone, television, newspapers and the like;

2. from or in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;

3. from any PRE-EXISTING CONDITION, where that loss or expense is incurred within 12 months of the commencement of the INSURANCE PERIOD.

4. from the provision of such cover, payment of such claim or 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, United Kingdom or United States of America.

No benefits are payable under the POLICY:

1. if the payment of any such BENEFIT would constitute the carrying on of “health insurance business” as defined under any Commonwealth health legislation and regulations.

2. for any charges or expenses incurred after the expiry date of the INSURANCE PERIOD if the POLICY is not renewed with US.

3. for assisted reproductive treatments;

4. for elective cosmetic surgery;

5. for Bone marrow and organ transplants

6. for admitted treatments that do not have an MBS item number, unless otherwise specifically covered under this POLICY.

General Provisions under the POLICY

1. Currency

All BENEFITS paid under the POLICY will be paid in Australian Dollars (AUD) unless otherwise specified in the SCHEDULE.

2. 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.

3. Co-operation

a. 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.

b. YOU or any INSURED PERSON will do all things reasonably practicable to minimise OUR liability in respect of any claim or loss.

4. 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 the POLICY. 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 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.