

# DUAL

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OVER 65s PERSONAL ACCIDENT POLICY WORDING

Over 65s Personal Accident &  
Sickness Insurance  
Product Disclosure Statement  
& Policy Wording





## Over 65's Individual Personal Accident and Sickness Insurance Product Disclosure Statement and Policy Wording

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# Over 65's Individual Personal Accident and Sickness Insurance

## 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](http://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](http://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 this POLICY and provide YOU with sufficient information to enable YOU to compare and make an informed decision about whether to purchase this 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 this POLICY WORDING, PDS or accompanying documents does not take into account YOUR personal situation, financial objectives, or needs.

### General Insurance Code of Practice

This POLICY is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's and DUAL Australia proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting DUAL Australia or from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au) or from the Code's dedicated website at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Over 65's Individual Personal Accident and Sickness Insurance

This insurance provides for the payment of BENEFITS if YOU die, become disabled or suffer from certain conditions. Please read it carefully to make sure that YOU understand its provisions. If YOU require any information, please contact DUAL Australia 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 Over 65's Individual Personal Accident and Sickness 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 EVENTS contained within the POLICY WORDING attached to this PDS.

Some of the significant BENEFITS of the POLICY include:

- a) Lump Sum Death benefits as a result of INJURY;
- b) Lump Sum benefits as a result of disablement;
- c) LOSS of Income benefits as a result of INJURY or SICKNESS;

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

The maximum we will pay for all claims under this POLICY during any one INSURANCE PERIOD is the AGGREGATE LIMIT OF LIABILITY shown in the SCHEDULE.

There is a SUBLIMIT OF LIABILITY shown in the SCHEDULE in relation to claims arising out of NON SCHEDULED FLIGHTS.

### 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, YOUR piloting an aircraft, participating in or training for a professional sport, pregnancy or childbirth, nuclear activity, AIDS or HIV, mental illness or a PRE-EXISTING CONDITION.

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 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. 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.

### 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 on time by the due date or your payment is dishonoured this POLICY will not come into force and WE may;

- a. Lapse the POLICY;
- b. Decline any claim under the POLICY.

### How to Apply for Over 65's Individual Personal Accident and Sickness Insurance

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 weekly BENEFITS payable for INSURED EVENTS 25, 26, 27 and 28 will be reduced by the amount of any other weekly BENEFIT the INSURED is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the BENEFIT payable under this POLICY will be the amount by which the BENEFIT payable under this POLICY exceeds the other benefits to which YOU are entitled.

### Taxation Implications

Depending upon YOUR entitlement to claim Input Tax Credits under this POLICY, WE may reduce the payment of YOUR claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly BENEFITS, for example under Section 2 or 3 (Weekly BENEFITS -INJURY or Weekly BENEFITS- SICKNESS) in this POLICY, is subject to personal income tax and it is YOUR responsibility to declare such BENEFIT when completing your usual tax return.

Consult YOUR tax accountant if YOU have any questions about YOUR particular circumstances.

### 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](mailto:reception@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.

## 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 (eg 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 type 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 OUR 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 Broker 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](mailto: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  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000**

**Telephone: (02) 9223 0752  
Facsimile: (02) 9223 1466  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@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 Ombudsman Service (FOS), 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 Australian FOS, 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 Financial Ombudsman Service (FOS). FOS can be contacted by post GPO Box 3, Melbourne VIC 3001 or phone 1300 780 808, [www.fos.org.au](http://www.fos.org.au)

FOS 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 FOS within two (2) years of the date of Lloyd's final decision. Determinations made by FOS 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 this 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  
Suite 2, Level 21 Angel Place  
123 Pitt 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 9 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:

**ACCIDENTAL DEATH** means death occurring as a result of an INJURY.

**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.

**BENEFIT(S)** means any BENEFIT to which an INSURED is entitled under this POLICY

**BENEFIT PERIOD** means the maximum period for which a weekly BENEFIT payment may be paid to or for the benefit of an INSURED.

**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.

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

**EXCESS PERIOD** is the period stated in the SCHEDULE during which no BENEFITS are payable for Temporary, Total or Partial Disablement. The number of days constituting each Excess Period must be served consecutively.

**FOOT** means the entire FOOT below the ankle.

**FRACTURE(D)** means a break or crack of a bone.

**HAND** means the entire HAND below the wrist.

**INSURANCE PERIOD** means the period stated in the SCHEDULE.

**INSURED** means the person as specified as the INSURED in the SCHEDULE.

**INSURED EVENT(S)** means the event(s) described in each Table of Events set out in Sections 1, 2, 3 and 4.

**INJURY** means bodily INJURY to the INSURED resulting from an accident which is an external event that occurs fortuitously during the INSURANCE PERIOD which results in any of the INSURED EVENTS within twelve (12) calendar months from the date of the INJURY. 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 INJURY;
- d. any other PRE-EXISTING CONDITION;
- e. any degenerative condition

**LIMB** means the entire LIMB between the shoulder and the wrist or between the hip and the ankle.

**LOSS** means loss of, by physical severance, or total and PERMANENT loss of the effective use of the part of the body referred to in the Table of BENEFITS.

**NON SCHEDULED FLIGHT** means any flight that is not operating under a regular published flight schedule or timetable.

**PERMANENT** means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

**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 of which the INSURED was aware of (whether diagnosed or not) or for which the INSURED has sought treatment prior to the inception of this POLICY.

**SALARY** means YOUR weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which YOU have been employed.

**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 must continue for a period of not less than seven (7) days from the date YOU first sought treatment for the SICKNESS from a DOCTOR.

**SUBMIT OF LIABILITY** means the maximum amount we will pay for all claims for INSURED EVENTS arising out of NON SCHEDULED FLIGHTS during the INSURANCE PERIOD. The SUBMIT OF LIABILITY is shown in the SCHEDULE.

**TEMPORARY PARTIAL DISABLEMENT** means YOUR temporary inability to participate in a substantial part of YOUR usual employment, occupation or business activities, while YOU are under the regular care of and acting in accordance with the treatment, instructions or advice of a DOCTOR.

**TEMPORARY TOTAL DISABLEMENT** means temporary disablement which totally restricts YOU from performing YOUR usual occupation or employment activities, or any other occupational or employment activities for which YOU have the experience, skills, education or training.

**TOOTH/TEETH** means a sound and natural PERMANENT tooth but does not include first or baby teeth, implants, prostheses or other dental restorations.

**TOTAL DISABLEMENT** means disablement which totally restricts YOU from performing YOUR usual occupational or employment activities, or any other occupational or employment activities for which YOU HAVE the experience, skills, education or training. If YOU ARE not employed, it means disablement which prevents YOU from participating in any and every occupation for the remainder of YOUR life.

**YOU/YOUR** means the INSURED named in the SCHEDULE.

**WAR** means armed opposition, whether declared or not between two countries.

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

# Over 65's Individual Personal Accident and Sickness Insurance

## Policy Wording

This POLICY consists of 8 Sections with the following cover. YOU can choose any or all of the following types of cover.

**Section 1** – Lump Sum BENEFITS

**Section 2** – Weekly BENEFITS – INJURY

**Section 3** – Weekly BENEFITS - SICKNESS

**Section 4** – Additional BENEFITS under the POLICY

The types of cover YOU have chosen will be shown on the SCHEDULE which attaches to this POLICY.

### Personal Accident - Injury

WE will pay BENEFITS as set in the Table of Events Table Numbers 1, 2, 3 and 4 for an INJURY of the INSURED if:

- a. The INSURED EVENT occurs during the INSURANCE PERIOD; and
- b. an amount is showing on the SCHEDULE for that INSURED EVENT against Sections 1, 2, 3 and 4.

### Sickness

We will pay BENEFITS as set in the Table of Events Table Number 3 for the SICKNESS of the INSURED if:

- a. The INSURED EVENT occurs during the INSURANCE PERIOD; and
- b. an amount is showing on the SCHEDULE for that INSURED EVENT against Sections 3.

### SECTION 1 – Lump Sum Benefits

If, as a result of INJURY, YOU suffer any of the INSURED EVENTS listed below in Table 1 WE will pay the BENEFIT set out in Table 1.

Cover only applies under Section 1 if the INSURED EVENT occurs within twelve (12) months of the date of INJURY.

**Table of Insured Events – Table 1**

INSURED EVENTS	BENEFIT
1. ACCIDENTAL DEATH	As a percentage of the amount as shown against the SCHEDULE on Section 1 – Lump Sum BENEFITS 100%
2. PERMANENT TOTAL DISABLEMENT	100%
3. PERMANENT and incurable paralysis of all LIMBS	100%

4.	LOSS of sight of both eyes	100%
5.	LOSS of sight one (1) eye	100%
6.	LOSS of one or more LIMBS	100%
7.	LOSS of the lens of both eyes	100%
8.	LOSS of the lens of one (1) eye	60%
9.	LOSS of hearing in both ears	100%
10.	LOSS of hearing in one (1) ear	20%
11.	Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
12.	LOSS of four fingers and thumb of either HAND	50%
13.	LOSS of four fingers of either HAND	50%
14.	LOSS of one thumb (two (2) joints) of either HAND - each	30%
15.	LOSS of one thumb (one (1) joint) of either HAND - each	15%
16.	LOSS of one finger (three (3) joints) of either HAND - each	15%
17.	LOSS of one finger (two (2) joints) of either HAND - each	10%
18.	LOSS of one finger (one (1) joint) of either HAND - each	5%
19.	LOSS of all toes of either FOOT	15%
20.	LOSS of great toe (two (2) joints) of either FOOT	5%
21.	LOSS of great toe (one (1) joint) of either FOOT	3%
22.	LOSS of toes, other than great toe, of either FOOT - each Toe	1%
23.	Fractured leg or patella with established non union	10%
24.	Shortening of a leg by at least 5cm	7.5%



25. PERMANENT TOTAL DISABLEMENT not otherwise provided for under INSURED EVENTS 8 and 10-24 inclusive.

Such a percentage of the amount showing against the SCHEDULE as we shall in OUR absolute discretion determine and being in OUR opinion consistent with the BENEFITS provided under INSURED EVENTS 8 and 10-24 inclusive. The maximum amount payable is 75% of the amount showing on the SCHEDULE against Section 1 Lump Sum BENEFITS.

**SECTION 2 – Weekly BENEFITS – INJURY**

If, as a result of INJURY YOU suffer any of the INSURED EVENTS listed below in Table 2 WE will pay the BENEFIT set out in Table 2.

Cover only applies for an INSURED EVENT under Section 2 if:

- a. an amount is shown on the SCHEDULE against Section 2 - Weekly BENEFITS – INJURY;
- b. the EXCESS PERIOD as shown on the SCHEDULE has been served; and
- c. the INJURY results directly in the INSURED EVENT which must occur within twelve (12) months of the date of the INJURY.

All BENEFITS under Section 2 are subject to the BENEFIT PERIOD, EXCESS PERIOD and percentage of SALARY shown on the SCHEDULE. No BENEFIT shall be payable in excess of the percentage of SALARY shown on the SCHEDULE.

**Table of INSURED EVENTS – Table 2**

INSURED EVENTS	BENEFITS
26. TEMPORARY TOTAL DISABLEMENT	During such disablement, the Weekly BENEFIT shown on the SCHEDULE against Section 2, Weekly BENEFITS – INJURY, but not exceeding the SALARY of the INSURED.
27. TEMPORARY PARTIAL DISABLEMENT	<ul style="list-style-type: none"> <li>a) If YOU return to work in a reduced capacity, The BENEFIT amount payable shall be the difference between the BENEFIT payable for Event 25 and YOUR SALARY ; or</li> <li>(b) If YOU do not return to work, The BENEFIT payable shall be 25% of the Compensation payable for Event 26.</li> </ul>

**SECTION 3 – Weekly BENEFITS – SICKNESS**

If, as a result solely and directly of SICKNESS YOU suffer any of the INSURED EVENTS listed below in Table 3 WE will pay the BENEFIT set out in Table 3.

Cover only applies for an INSURED EVENT under Section 3 if:

- a. an amount is shown on the SCHEDULE against Section 3 - Weekly BENEFITS - SICKNESS;
- b. the EXCESS PERIOD as shown on the SCHEDULE has been served; and
- c. the SICKNESS results directly in an INSURED EVENT which must occur within twelve (12) months of the date of the first manifestation of the SICKNESS.

All BENEFITS under Section 3 are subject to the BENEFIT PERIOD, EXCESS PERIOD and percentage of SALARY as shown on the SCHEDULE. No BENEFIT shall be payable in excess of the percentage of SALARY as shown on the SCHEDULE.

**Table of INSURED EVENTS – Table 3**

INSURED EVENTS	BENEFITS
28. Temporary TOTAL DISABLEMENT	During such disablement , the Weekly BENEFIT shown on the SCHEDULE against Section 3, Weekly BENEFITS – SICKNESS, but not exceeding YOUR SALARY
29. TEMPORARY PARTIAL DISABLEMENT	<ul style="list-style-type: none"> <li>a) If YOU return to work in a reduced capacity, The BENEFIT payable shall be the difference between the BENEFIT payable for Event 28 and YOUR SALARY; or</li> <li>(b) If YOU do not return to work, The BENEFIT payable shall be 25% of the Compensation payable for Event 27</li> </ul>

**SECTION 4 - Additional BENEFITS under the POLICY**

**Transport to and from work BENEFIT**  
 On the occurrence of INSURED EVENTS 26 or 28 and in the event that YOU require transportation assistance in order to get to and from YOUR usual place of employment due to YOUR disablement, WE will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$25 (twenty-five dollars) per day for a maximum period of twelve (12) weeks. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with YOU.

**Escalation BENEFIT (Weekly BENEFIT increase after 12 months)**  
 After payment of the BENEFIT amount under INSURED EVENT/s 26, 27, 28, or 29 continuously for twelve (12) months, and again after for each subsequent period of twelve (12) months for which a BENEFIT is payable the BENEFIT will be increased by five percent (5%) per annum on a compound basis.

### **Twelve (12) weeks guaranteed payment**

If YOU sustain an INJURY or suffer a SICKNESS for which BENEFITS are payable under Events 26 or 28, and upon receipt of proper medical evidence from a DOCTOR certifying that the total period of Temporary TOTAL DISABLEMENT will be a minimum of twenty-six (26) weeks, WE will immediately pay twelve (12) weeks BENEFITS as provided for in the SCHEDULE.

### **Exposure to the elements**

If as a result of an INJURY occurring during the INSURANCE PERIOD YOU are exposed to the elements and suffers from any of the INSURED EVENTS set out in any of the tables of INSURED EVENTS as a direct result of that exposure, WE will pay BENEFITS as provided for in the SCHEDULE.

### **Disappearance**

If YOU disappear following the disappearance, sinking or wrecking of a covered conveyance in which YOU were travelling during the INSURANCE PERIOD, and YOUR body has not been found within twelve (12) months after the date of disappearance, WE will pay a BENEFIT for INSURED EVENT 1 on the assumption that YOU died as a result of an INJURY at the time of the disappearance, sinking or wrecking of the conveyance.

### **General Conditions applying to the POLICY**

- 1 BENEFITS will not be payable for more than one of the INSURED EVENTS 1-25 arising out of the same INJURY. In that event, the highest BENEFIT applicable will be payable.
- 2 Further any BENEFIT payable for INSURED EVENTS 1-25 will be reduced by any BENEFIT paid or payable for INSURED EVENTS 26 and 28 in respect of the same INJURY.
- 3 No weekly BENEFITS will be payable for INSURED EVENTS 26, or 27 greater than one hundred and four weeks (104) or in the case of INSURED EVENTS , 28 or 29 greater than fifty two (52) weeks in total in respect of any one INJURY or SICKNESS, unless otherwise stated on the SCHEDULE.
- 4 The weekly BENEFITS payable for INSURED EVENTS 26, 27, 28 and 29, will be reduced by the amount of any other weekly benefit YOU are entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk, so that the BENEFIT payable under this POLICY will be the amount by which the BENEFIT payable under this POLICY exceeds the other benefits to which YOU are entitled.
- 5 If as a result of INJURY or SICKNESS, BENEFITS become payable under Section 2 or Section 3 and whilst this POLICY is in force, YOU suffer a recurrence of INSURED EVENTS 26, 27, 28 or 29 from the same INJURY or SICKNESS, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, YOU have held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new INJURY or SICKNESS and a new EXCESS PERIOD shall apply.
- 6 No cover is provided under the POLICY for INSURED EVENTS which occur on or after the date YOU reach the age of seventy five (75), unless otherwise indicated on the SCHEDULE.

- 7 All weekly BENEFITS will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional BENEFIT in Section 4 of this POLICY applies.
- 8 Unless YOU otherwise direct all BENEFITS shall be paid to YOU, or, in the case of YOUR death, to YOUR legal personal representative.
- 9 Cover is provided under this POLICY on the condition that YOU will continue in YOUR occupation as declared to US. Should YOU change occupations YOU must give US immediate written notice and WE may charge an additional premium, if WE require it, or cancel the POLICY effective immediately should WE so choose. WE shall not pay any claims where YOU have changed occupation and not informed US of such change.

### General Exclusions applying to the POLICY

No BENEFITS are payable under this POLICY for any INSURED EVENT resulting from INJURY or SICKNESS;

1. which is intentional, deliberate, self-inflicted or caused by YOU, including suicide or attempted suicide, whether sane, insane or under any mental distress;
2. which occurs as a result of any criminal or illegal act committed by YOU;
3. which occurs as a result of YOUR 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;
4. which occurs whilst YOU are under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
5. which occurs as a result of WAR, invasion or CIVIL WAR;
6. which results from YOUR piloting an aircraft;
7. which results from YOUR participating, training or taking part in professional sports of any kind;
8. which is wholly or partly caused by childbirth or pregnancy or any complications of these;
9. which is in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
10. which is or results from a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
11. which results from YOUR directly or indirectly suffering from psychological, nervous, emotional or behavioural conditions, stress, depression, or other mental illness;
12. which results from any PRE-EXISTING CONDITION;
13. if the payment of any such BENEFIT would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation or regulations.
14. if the 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.

### General Provisions under 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.

2. **Sublimit of Liability**

WE shall not be liable to pay any BENEFITS under the POLICY in excess of the SUBLIMIT OF LIABILITY applying to NON SCHEDULED FLIGHTS.

3. **Currency**

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

4. **Governing Law and Jurisdiction**

This 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.

5. **Co-operation**

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

6. **Subrogation and Our right of recovery.**

WE can exercise any right of recovery held by YOU to the extent of any BENEFIT payable under this POLICY. YOU must not do anything that reduces such rights, and YOU must provide us with all reasonable assistance to us in pursuing such rights. If YOU have agreed to not to seek compensation from another source that is liable to compensate YOU in regards to a BENEFIT payable under the POLICY, WE will not cover YOU under this POLICY for that LOSS, damage or liability.

7. **Sanctions Limitation**

WE shall not be liable to pay any claim or provide any BENEFIT under the POLICY to the extent that 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.