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Individual Personal Accident & Sickness Insurance

Combined Policy Wording and
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd

ABN 48 607 908 243 — AFSL 483374

INDIVIDUAL PERSONAL ACCIDENT & SICKNESS INSURANCE POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 24th September 2021

Any general advice that may be contained within this **Policy** and Product Disclosure Statement (PDS) or accompanying material does not take into account **your** individual objectives, financial situation or needs. **You** need to decide if the limits, type and level of cover are appropriate for **you**.

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SECTION A - PRODUCT DISCLOSURE STATEMENT (PDS)

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We have simplified our contact points so you can easily get in touch with us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including policy questions and coverage, and policy amendments. Any questions, just call or email.	1300 705 031 ah@agileunderwriting.com
Cancelling your policy . You can cancel your policy at any time.	1300 705 031 ah@agileunderwriting.com
Making a claim online. You can claim directly through our online portal.	www.agileunderwriting.com/make-an-accident-health-claim
Making a claim offline. Get in touch and we will send you a claim form.	1300 705 031 ahclaims@agileunderwriting.com
Making a complaint. If you are not happy... we want to know.	1300 705 031 complaints@agileunderwriting.com
Family/Domestic Violence For further information please visit https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/	1300 705 031 family@agileunderwriting.com In an emergency or you are not feeling safe, call 000
Support for customers experiencing vulnerability or financial hardship For further information please visit https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/ https://www.agileunderwriting.com/claims-and-help/financial-hardship/	1300 705 031 hardship@agileundwriting.com

2. ABOUT AGILE UNDERWRITING SERVICES and THE INSURER

This insurance is arranged by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (AGILE).

AGILE arranges policies for and on behalf of Certain Underwriters at Lloyd's (the **insurer**).

In all aspects of this **policy**, AGILE acts as agent for the **insurer**. Our contact details are:

Head Office:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Telephone:	1300 705 031
Website:	www.agileunderwriting.com

3. ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words will appear in bold. These words have special meaning and are included in the General Definitions section of Section B of the **policy**. Please refer to the definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

5. IMPORTANT INFORMATION ABOUT THIS POLICY

This document is a PDS and is also **our** insurance policy wording.

This document contains important information required under the Corporations Act 2001 (Cth) (the Act) and has been prepared to assist **you** in understanding **the policy** and making an informed choice about **your** insurance requirements. It is up to **you** to choose the cover **you** need.

It is important that **you** carefully read and understand this document before making a decision. Other documents may form part of **our** policy and PDS and if they do, **we** will tell **you** in the relevant document.

In return for the **policyholder** paying **us** a **premium**, **we** insure **you** for the **events** described in the policy wording, subject to the terms, conditions and exclusions of the **policy**. Please keep this document, the **policy schedule** and any other documents that **we** tell **you** form part of the **policy** in a safe place in case **you** need to refer to them in the future.

About the policy schedule

The **policy schedule** contains important details about the **policy** such as the **period of insurance**, the **premium**, what cover options and excesses will apply, and any changes to the policy wording.

Adequate sums insured

To ensure that the amount of insurance is adequate to cover losses in the **event** of a claim, **you** should establish an adequate **sum insured** when initially arranging cover and also take care to amend the **sums insured** if **your** situation changes.

If the **policyholder** has chosen cover for **temporary total disability** and applied for a weekly injury benefit or weekly sickness benefit **sum insured** that is less than the **insured person's income** he or she stands to lose, the **insured persons** periodic payments will be capped to the monthly **sum insured** the **policyholder** has chosen.

If the **policyholder** has chosen cover for **temporary total disability** and applied for a weekly injury benefit or weekly sickness benefit **sum insured** that is more than the **insured person's income** he or she stands to lose, the **insured person's** periodic payments will be capped to the **income** that he or she actually loses.

Age limitation

The maximum age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Australian currency

All payments by the **policyholder** to **us** and **us** to **you** or someone else under the **policy** must be in Australian currency, unless **we** have agreed otherwise by prior notice and agreement.

Check your documents

It's important that **you** check all the details on the documents **you** receive. If **you** notice an error or if **you** have a question, please contact us at ah@agileunderwriting.com. If the **policyholder** finds they need to change the cover for whatever reason, get in contact with **us**.

Commencement and period of insurance

The **period of insurance** begins and ends on the dates shown in the **policy schedule** unless it is cancelled before the end date. If an **insured person** is added mid-term, after the start date, cover continues until the **period of insurance** ends.

Cooling off period

The **policyholder** has the right to return the **policy** to **us** twenty-one (21) days from the date the insurance cover commences. The **policyholder** may return this **policy** by calling **us** on 1300 705 031 or advising **us** in writing (contact details can be found on page 4) within those twenty-one (21) days. **We** will refund any **premiums** the **policyholder** has paid during this period. These cooling off rights do not apply if **you** have made a claim under this **policy** during this period or **you** are entitled to make a claim during this period.

Expiry of the policy

This **policy** expires at the end of the **period of insurance**. **We** may decide not to renew the **policy**. If **we** decide not to renew the **policy**, **we** will send the **policyholder** an expiry notice at least fourteen (14) days before the expiry of this **policy**. If this **policy** is cancelled or otherwise terminated, the **period of insurance** will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

General Insurance Code of Practice

The General Insurance Code of Practice (the Code) outlines certain minimum standards of service that **you** should expect from insurers that have adopted it. Agile Underwriting proudly support and embrace its objectives of raising the standards of practice and service in the insurance industry. **You** can obtain a copy of the Code from www.codeofpractice.com.au.

Intermediary remuneration

Certain Underwriter at Lloyd's pay remuneration to insurance intermediaries when **we** issue, renew or vary a **policy** the intermediary has arranged or referred to **us**. The type and amount of remuneration varies and may include commission and other payments. Information about the remuneration **we** may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

Our agreement with the policyholder

This **policy** is a legal contract between the **you** and **us**. **You** pay **us** the **premium**, and **we** provide **you** with the cover **you** have chosen as set out in the **policy schedule**, occurring during the **period of insurance** shown on the **policy schedule** or any renewal period.

Renewal of the policy

This insurance may be renewed for further consecutive yearly periods upon payment of the **premium**. Payment of **your premium** is deemed to be acceptance of an offer of renewal for a further yearly period. If **you** continue to pay **your premium**, then unless **your policy** is cancelled or **we** advise **you** prior to the renewal date that **we** will be updating **your policy** or not be renewing, a **policy** on the same terms and conditions automatically comes into existence for one (1) year from the renewal date.

Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured person's** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly injury benefit or weekly sickness benefit is subject to personal income tax. Where **we** are required to do so, **we** will withhold personal income tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and/or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

The policyholder's expectation

This **policy** may not match the **policyholder's** specific cover requirements, (such as a particular exclusion). The **policyholder** should read both this PDS and the policy wording carefully.

What makes up the premium

What makes up the premium

The **premium** is determined by a number of risk factors and of course, the higher the risk is, the higher the **premium**. The **premium** also includes amounts that **we** are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to the **policy**. These amounts are listed on the **policy schedule**.

The cost of the **policy** is calculated according to various risk factors, including but limited to:

- Age of **insured person**
- **Occupation** of **insured person**
- Activities undertaken during the **scope of cover**
- Previous claims experience for this type of risk
- Location
- The **benefit** and/or **sum insured** limits.

6. DUTY OF DISCLOSURE

What you must tell us

We will ask **you** various questions when **you** apply for cover. When **you** answer those questions, **you** must take reasonable care not to make a misrepresentation to **us**. **We** will use the answers in deciding whether to insure **you**, and anyone else to be insured under the **policy**, and on what terms. **You** have this same duty to disclose those matters to **us** before **you** renew, vary or reinstate **your policy**.

If we are not told

If **you** do not answer **our** questions in this way, **we** may reduce **our** liability under contract in respect of a claim 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.

7. CANCELLATION OF POLICY

This **policy** may be cancelled in one of two (2) ways:

When the policyholder can cancel

The **policyholder** can cancel the **policy** at any time by emailing **us** at ah@agileunderwriting.com or calling **1300 705 031**.

If the **policyholder**:

- a) Pays the **premium** by instalments and wishes to cancel; or
- b) Does not pay **premium** by instalments and wishes to cancel

then cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive the **policyholder's** notice of cancellation. **We** will refund the **premium** for the **policy**, less an amount which covers the period for which the **policyholder** and the **insured persons** were insured. However, **we** will not refund any **premium** if **we** have paid or are notified of a forthcoming claim or are obliged to pay a claim under the **policy**.

When we can cancel

We can cancel the **policy** by giving the **policyholder** written notice to the address on file and in accordance with the *Insurance Contracts Act 1984 (Cth)*, including where the **policyholder** or **insured person** has:

- a) Breached the Duty of Disclosure;
- b) Breached a provision of the **policy** (requiring payment of **premium**);
- c) Made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force.
- d) Engaged in deception, fraud or illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

We may cancel the **policy** by informing the **policyholder** in writing, subject to any relevant law. **We** will give this notice in writing to **your** intermediary or to **your** address last known to **us**.

If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which the **policyholder** and **insured persons** were insured.

8. MAKING A CLAIM

Should an incident occur, which may give rise to a claim under this **policy**, **we** recommend that **you** use this checklist to help **you** get what **you** need to support **your** claim. **We** may ask for other information or documents as **we** may reasonably require to process the claim.

It is important that **you** obtain as much documentation as possible at the time the situation occurs, as it can be difficult to obtain some documents.

- ☐ Get a written medical report or certificate from **your** treating **doctor** or **specialist** that clearly explains the medical condition.
- ☐ Keep originals of all documents that **you** submit electronically.
- ☐ Lodge **your** claim as soon as is reasonably practical of the situation that gives rise to **your** claim.

Do not admit fault or liability

Prior to **us** assessing **your** claim, it is recommended that **you** do not:

- admit that **you** are at fault, or
- offer or promise to pay any money, or
- become involved in litigation.

Submitting your claim

The best way to submit **your** claim is via **our** on-line claims system. If there is a problem doing it on-line **we** will ask **you** to complete a claim form.

It is important that **you** give **us** the information **we** require; if not, **we** may have to reduce the amount of **your** claim or **we** may not be able to process **your** claim at all.

Our on-line claims system is available at
www.agileunderwriting.com/make-an-accident-health-claim.

Claims processing

If **you** have all the necessary documentation to submit with **your** claim, this will assist **us** to process **your** claim quickly. Once **we** have all the information **we** need, **your** claim will be processed within two (2) business days of **us** receiving a completed claim form. **We** will let **you** know in writing if **we** need additional information.

Help us recover anything we have paid

You must do everything **you** can to help **us** recover any money **we** pay relating to **your** claim. **You** are required to let **us** know if **you** become aware of a third party from whom **we** can recover money.

We may make up the difference if you can claim from anyone else

If **you** make a claim against someone else and they do not pay **you** the full amount of **your** claim, **we** will make up the difference. **You** must claim from them first.

Other insurance

You must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** may not be able to make a claim under another **policy**.

We will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

We may need to contact other parties

We may, at **our** discretion, undertake in **your** name and on **your** behalf, proceedings for **our** own benefit to recover compensation or secure compensation from any party relating to anything covered by this **policy**.

You are to assist and permit to be done all acts and things as required by **us** for the purpose of recovering compensation or securing indemnity from other parties to which **we** may become entitled or subrogated, upon **us** paying **your** claim under this **policy**. This applies regardless of whether **we** have yet paid **your** claim and whether or not the amount **we** pay **you** is less than full compensation for **your** loss. These rights exist regardless of whether **your** claim is paid under a non-indemnity or an indemnity clause of this **policy**.

Providing proofs

You should keep documents **you** will need in case of a claim. For example, documents which substantiate **your income** and any medical certificates that relate to **your** claim.

Subrogation

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by **you**. **You** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

9. COMPLAINTS AND DISPUTE RESOLUTION

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au.

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact Agile in the first instance:

Postal address: The Complaints Officer
 Agile Underwriting Services Pty Ltd
 Level 5, 63 York St, Sydney NSW 2001

Telephone: 1300 705 031

Email: complaints@agileunderwriting.com

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within ten (10) business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: idraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **you** within thirty (30) calendar days of the date on which **you** first made the complaint.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if **your** complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which **you** first made the complaint:

AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within two (2) years of the final decision. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon

Lloyd's Underwriters' General Representative in Australia

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance, NOTICE should be given as soon as possible to:

Postal address: The Complaints Officer

Agile Underwriting Services Pty Ltd

Level 5, 63 York St, Sydney NSW 2001

Telephone: 1300 705 031

Email: ahclaims@agileunderwriting.com

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

10. UPDATING THE PDS

It may be that **we** will need to update this PDS from time to time. If so, **we** will send the **policyholder** a new PDS or supplementary PDS outlining these changes.

11. PRIVACY STATEMENT

At Agile, **we** are committed to protecting **your** privacy in accordance with *the Privacy Act 1988 (Cth)*. **We** use **your** personal information to assess the risk of, and provide insurance and other insurance services to service the **policy**. We may use **your** contact details to send **you** information and offers about products and services that may be of interest to **you**. If **you** do not provide **us** with full information, **we** may not be able to provide **you** with insurance or to respond to any claim, complaint or dispute.

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 the **policy**. **We** are part of the Agent Zero Group and may provide **your** information to the entity that provides **us** with business support services.

We may also provide **your** information to the intermediary (if applicable) and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure 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 1300 705 031 email privacy@agileunderwriting.com or by visiting **our** Website www.agileunderwriting.com. By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy.

12. HOW TO CONTACT US

For any matters relating to **your** insurance, please contact:

Agile Underwriting Services Pty Ltd

63 York Street, Sydney, NSW 2000

1300 705 031

ah@agileunderwriting.com

SECTION B - POLICY WORDING

Your policy

Subject to the terms, conditions and exclusions contained in this **policy**, **we** will cover **you** and/or the **policyholder** for the insurable **benefits** as described in this **policy** and **your policy schedule**, following a **sickness** or **injury** directly resulting from an **accident**, as certified by a **doctor** or **specialist**, provided that:

- 1) **You** and/or the **policyholder** has paid or agreed to pay the **premium** required for this insurance; and
- 2) The type of cover is specified in the **policy schedule** as applying to **you** and/or the **policyholder**.

1. GENERAL DEFINITIONS

Because words can be interpreted in various ways, the following definitions are what **we** mean when **we** say certain words in this combined PDS and policy wording and shown in 'bold' and singular can be plural and vice versa.

Accident means a sudden, unexpected, unintended, unforeseeable **event** which occurs at a definable time and place.

Accidental death means **your** death as a result of an **accident**.

Aggregate limit of liability means the most **we** will pay for all claims within a **period of insurance**.

Benefit means a monetary amount which **we** will pay to the **policyholder** or **insured person** following a covered **event**.

Civil war means a state of 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, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Computer system means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

Cyber act means:

- 1) a deliberate, unauthorised, malicious or criminal act;
- 2) a series of related deliberate, unauthorised, malicious or criminal acts; or
- 3) any threat or hoax relating to 1) and/or 2) above, regardless of time and place, involving access to or the processing, use or operation of any computer system.

Cyber incident means:

- 1) any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- 2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Disappearance means an **insured person** has been missing for a period of three hundred and sixty-five (365) days following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the **insured person** was travelling.

Doctor means a **doctor** or **specialist** who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- 1) The policyholder; or
- 2) An insured person.

Effective date of cover means the date the:

- 1) Insured person first becomes an insured person under this policy and is shown in the policy schedule or subsequent endorsement as an insured person; and
- 2) Premium is paid or agreed to be paid by the policyholder for the insured person.

Event means an occurrence that could give rise to a claim for a **benefit** under **your policy**. Any one occurrence or series of occurrences attributable to one (1) source or originating cause is deemed to be one (1) **event**.

Excess period means the continuous period of time (shown in the **policy schedule**) during which no **benefit** is payable. The **excess period** begins from the date of first medical treatment following **injury** or **sickness** by a registered **doctor** or **specialist**.

Income means:

- 1) If the **insured person** is an employee, the **insured persons** gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which **we** have agreed to pay a claim under the **policy**) commenced or over such shorter period that an **insured person** has been continuously employed prior to the date of disablement as certified by the **doctor** or **specialist**; or
- 2) In the case of a self-employed person, the **insured persons** weekly pre-tax **income** derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that **income**, averaged over the period of three hundred and sixty-five (365) consecutive days or over such shorter period that an **insured person** has been continuously self-employed prior to the date of disablement as certified by the **doctor** or **specialist**.

Injury means a bodily **injury** resulting from an **accident** that occurs during the **period of insurance** and within the **scope of cover**.

Injury includes:

- 1) **Sickness** directly resulting from medical or surgical treatment rendered necessary by the **accident**

Injury does not include:

- 1) Any consequences of an **Injury** which are ordinarily described as being a **sickness**, illness or disease.
- 2) An aggravation of a pre-existing **injury**;
- 3) Any **pre-existing condition**; or
- 4) Any degenerative condition or congenital condition or other condition, which does not result solely or directly from an **accident**.

Insured person means any person shown in the **policy schedule** as an **insured person** and/or as nominated by the **policyholder** and agreed to by **us** for eligibility under this **policy** with respect to whom **premium** has been paid or agreed to be paid.

Nuclear, biological or chemical terrorism means terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

Occupation means **your** usual **occupation**, business, trade or profession.

Paraplegia means **permanent**, total and entire paralysis of both legs and part or whole of the lower half of the body.

Period of insurance means the period shown in the **policy schedule**.

Permanent means continuing for at least twelve (12) months and which thereafter will, in all probability, continue for life.

Permanent total disablement means disablement which entirely and continuously prevents the **insured person** from engaging in the **insured persons** usual **occupation** or employment, or any other occupation or employment for which the **insured person** is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the **insured person's** life.

Policy means this policy wording, the current **policy schedule** and any other documents **we** may issue to **you** that **we** advise will form part of the **policy** (e.g. endorsements).

Policy schedule means any current, subsequent, renewal or variation schedule listing the **benefits** and limits that forms part of the **policy** issued by **us** to the **insured person** and/or **policyholder**.

Policyholder means the named organisation or person listed as the **policyholder** in the **policy schedule**.

Pre-existing condition means any **sickness**, illness, disease, syndrome, disability or other condition occurring, arising or manifesting in the twelve (12) months prior to **you** being covered under this **policy**, including any symptoms:

- 1) of which **you** are aware or a reasonable person in the circumstance would be expected to have been aware; or
- 2) for which **you** have sought or received medical attention, undergone tests or taken prescribed medication.

Premium(s) means the **premium(s)** as shown in the **policy schedule** that is payable in respect of the **policy** by the **policyholder**.

Professional sports means any sport for which an **insured person** receives an allowance, sponsorship, appearance fee or monetary payment as a result of the **insured persons** participation, which accounts for more than fifteen (15%) percent of the **insured persons** annual **income** from all sources.

Quadriplegia means **permanent**, total and entire paralysis of both arms and both legs.

Scope of cover means the operative time within the **period of insurance** that the cover under this **policy** applies as shown in the **policy schedule**.

Sickness means any illness, disease or syndrome suffered by **you** whilst within the **period of insurance** but does not include a terminal condition suffered by **you** diagnosed prior to the **effective date of cover**.

Specialist means a **doctor** recognised for their experience, qualifications and training in a particular branch of medicine or surgery or in the treatment of a specific bodily **injury** or **sickness**, to whom you have been referred by another **doctor**.

Sum insured means the maximum amount **we** will pay under a **benefit** for any one **insured person**, for any one **event**.

Temporary partial disablement means where in the opinion of a **doctor** or **specialist**:

- 1) If the **insured person** continues to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in a substantial part of their usual **occupation** or business duties resulting in more than a 25% loss of **income** earned prior to the relevant **injury** or **sickness**; or
- 2) If the **insured person** ceases to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in at least 25% of any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

Temporary total disablement means where in the opinion of a **doctor** or **specialist**:

- 1) If the **insured person** continues to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in any aspect of their usual **occupation** or any of their business duties; or
- 2) If the **insured person** ceases to be employed by the **policyholder**, the **insured person** is temporarily unable to engage in any **occupation** for which they may be suited by way of their education, training or experience.

In both instances the **insured person** must be under the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

War or related risks means **war**, invasion, act of foreign enemies, hostilities (whether war be declared or not), **civil war**, rebellion, revolution, insurrection, military or usurped power.

We, our, us, insurer, Underwriter means Agile Underwriting Services Pty Ltd on behalf of Certain Underwriters at Lloyd's.

You, your or yourself means the **insured person** and/or **policyholder** named in the **policy schedule**.

2. WHAT YOU ARE COVERED FOR

The cover provided is subject to the terms, conditions and exclusions contained in this **policy** document.

Please note that other documents that make up the **policy**, such as the **policy schedule**, may amend the standard terms, conditions and exclusions contained in this **policy** document.

Weekly injury benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **injury benefit** shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Weekly sickness benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a **sickness** resulting in either **temporary total disablement** or **temporary partial disablement** and a **doctor** or **specialist** certifies this, and as a direct consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding **sickness benefit** shown on **your policy schedule** current at the time of the **sickness**.

Conditions applicable to weekly injury and sickness benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury** or **sickness**.
- 2) Any weekly **benefit** will be paid after the **excess period** has elapsed.
- 3) **We** will stop paying weekly **benefits** if the **insured person** commences any new **occupation** while he or she is receiving weekly **benefits**.
- 4) **We** will stop paying weekly **benefits** when the **insured person** becomes entitled to a **benefit** for **permanent total disability**.
- 5) **We** will not pay **temporary total disablement** or **temporary partial disablement** for more than one (1) **injury** or **sickness** at any one time.
- 6) Any payable **benefit** shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the **insured person** is entitled to receive for disability from any other insurance policy, except where this condition would contravene Section 45 of the *Insurance Contracts Act*.
- 7) Successive periods of total disablement:

- a) Resulting from the same **injury**; and
 - b) Which are not separated by a return to active full-time employment for six (6) months or more will be considered as one (1) period of partial or total disablement.
- 8) **We** will not pay **temporary total disablement**:
- a) Which commences or recurs after the expiry of this **policy**, or
 - b) When the **insured person** is on unpaid leave or on maternity leave.
- 9) **You** must provide **us** with written notice if the **policyholder** or any **insured person** take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the **insured persons income**.

Exclusions applicable to weekly injury and sickness benefits

- 1) No **benefit** is payable for any period where the **insured person** is receiving or is entitled to receive sick leave payments.
- 2) No cover is provided for weekly sickness benefit for an **insured person** who has attained the age sixty-five (65) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Death and capital benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Accidental Death	100%
Disappearance	100%
Permanent Total Disablement	100%

Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
a) Both eyes	100%
b) One (1) eye	50%
Permanent total loss of use of:	
a) Two (2) limbs	100%
b) One (1) limb	50%
Permanent total loss of use of:	
a) The lens in both eyes	100%
b) The lens in one (1) eye	50%
Permanent total loss of use of:	
a) The hearing in both ears	100%
b) Hearing in one (1) ear	50%
Permanent total loss of use of four (4) fingers and thumb of either hand	80%
Permanent total loss of use of four (4) fingers of either hand	60%
Permanent total loss of use of one (1) thumb of either hand:	
a) Both joints	30%
b) One (1) joint	15%
Permanent total loss of use of fingers of either hand:	
a) Three (3) joints	10%
b) Two (2) joints	8%
c) One (1) joint	5%
Permanent total loss of use of toes of either foot:	
a) Three (3) joints	10%
b) Two (2) joints	8%
c) One (1) joint	5%
Burns:	
a) Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
b) Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	25%
Permanent disablement not otherwise provided for under the above mentioned events .	10%

A percentage as determined by the reasonable opinion of not less than three (3) **doctors** or **specialists**, the first shall be the **insured persons** treating **doctors** or **specialists** and the other two (2) shall be appointed by **us**. If there is disagreement between the **doctors** or **specialists**, then the percentage to be awarded shall be taken as the average of the three (3) opinions.

If an **insured person** is exposed to the elements as a result of sustaining an **injury** and suffers from any of the **events** within three hundred and sixty five (365) consecutive days as a direct

result of that exposure, **we** will treat that **event** as if it were caused by an **injury** for the purposes of this **policy**.

Conditions applicable to death and capital benefits

- 1) Any payable **event** claimed must occur within twelve (12) months of the date of **injury**.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
- 3) Any payment of the **disappearance event** as a result of this cause is subject to receipt of a signed undertaking by the beneficiaries of the **insured person** that any payment for this **event** shall be refunded if it is later demonstrated that the **insured person** did not die as a result of an **injury**.
- 4) The maximum amount payable for this **benefit** in any one **period of insurance** for any one (1) **insured person** is the amount stated in the **policy schedule** against 'death and capital benefits'.

Broken bones benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Neck or spine (full break)	100%
Neck or spine (not being a full break)	50%
Pelvis girdle (hip bone)	25%
Skull, shoulder blade	10%
Collar bone, upper leg	10%
Upper arm, kneecap, forearm, elbow	7.5%
Lower leg, jaw, wrist, cheek, ankle, hand, foot	5%

Ribs	5%
Fingers, thumb, toe	2.5%

Conditions applicable to broken bones benefit

- 1) The maximum **benefit** payable for any one (1) **injury** is the amount shown in the **policy schedule** against 'Broken Bones Benefits'.
- 2) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
- 3) If **you** have been diagnosed as having osteoporosis prior to the commencement date, any broken bone(s) suffered will not be covered. If **you** are diagnosed as having osteoporosis after the commencement date, any broken bone(s) resulting from the first **event** are covered, but any broken bone(s) resulting from any subsequent **events** will not be covered.

3. GENERAL CONDITIONS AND PROVISIONS

Age limitation

The maximum age limit under this **policy** is seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Aggregate limit of liability

Our total liability for all claims arising under the **policy** during the **period of insurance** shall not exceed the amount stated in the **policy schedule**.

Cancelling your policy

The **policyholder** can cancel the **policy** at any time by emailing **us** at ah@agileunderwriting.com or calling 1300 705 031.

If the **policyholder**:

- a) Pays the **premium** by instalments and wishes to cancel; or
- b) Does not pay **premium** by instalments and wishes to cancel then cancellation will take effect at 4pm Australian Eastern Standard Time on the day **we** receive the **policyholder's** notice of cancellation. **We** will refund the **premium** for the **policy**, less an amount which covers the period for which the **policyholder** and the **insured persons** were insured. However, **we** will not refund any **premium** if **we** have paid or are notified of a forthcoming claim or are obliged to pay a claim under the **policy**.

When we can cancel

We can cancel the **policy** by giving the **policyholder** written notice to the address on file and in accordance with the *Insurance Contracts Act 1984 (Cth)*, including where the **policyholder** or **insured person** has:

- a) Breached the Duty of Disclosure;
- b) Breached a provision of the **policy** (requiring payment of **premium**);
- c) Made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force.
- d) Engaged in deception, fraud or illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which the **policyholder** and **insured persons** were insured.

Cyber clause

We will provide cover for **injury** or **sickness** which is accidentally caused by or arises out of a **cyber incident**. However, **we** will not provide any cover under any circumstances for **injury** or **sickness** arising directly or indirectly from a **cyber act**.

Due diligence

The **policyholder** and all **insured person(s)** will exercise reasonable due diligence in doing all things to avoid or reduce any loss under the **policy**.

Duplicate benefit cover

Should a **benefit** be payable under this **policy** that is also payable under any other insurance **policy** insured with **us**, **you** may only be eligible to claim against one (1) **policy** (i.e. the **policy** with the greatest **benefit**).

Health insurance

Your policy does not cover any **event** or occurrence where providing such cover would constitute the carrying on of a "health insurance business" as defined under the *Private Health Insurance Act 2007 (Cth)*, or any succeeding legislation to that act or any **benefit** that would breach the *Health Insurance Act 1973 (Cth)*, or any succeeding legislation to that act including the payment of medical expenses in Australia in respect of the rendering of a professional service for which a Medicare benefit is payable.

Law and jurisdiction

This **policy** is subject to the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **policy** was issued.

Medical examination

At **our** expense, **we** will be entitled to have any **insured person** medically examined. **We** will give **you** or **your** legal representative fair and reasonable notice of the medical examination.

Other insurance

You must advise **us** if anything **you** claim is covered by another insurance **policy**. If **you** receive the full **benefit** from a claim under one (1) insurance **policy**, **you** may not be able to make a claim under another **policy**.

We will make up the difference if **you** make a claim under another insurance **policy** and **you** are not paid the full amount. **We** may, however, need to seek contribution from **your** other insurer and so **you** must give **us** any information **we** need for a claim against the other insurer.

Payments

Unless otherwise agreed, all **benefits** 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.

Precaution

You must take all reasonable care to prevent or minimise damage, **injury**, liability, **accident** or **sickness**, including complying with any law, by-law ordinance or regulations that concerns the safety of persons or property.

Providing proofs

You should keep documents **you** will need in case of a claim. For example, documents which substantiate **your income** and any medical certificates that relate to **your** claim.

Sanctions Clause – compliance with laws and regulations

We shall not provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder 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 States resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Subrogation

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by **you** or the **policyholder**. **You** and the **policyholder** must not do anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

Taxation implications

This **policy** may be subject to a Goods & Services Tax in relation to **premium**.

Depending on the location of the risk being insured, this **policy** may be subject to Stamp Duty in relation to **premium** and GST.

Depending upon the **policyholder** or **insured persons** entitlement to claim Input Tax Credits under this **policy**, **we** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly injury benefit or weekly sickness benefit is subject to personal **income** tax. Where **we** are required to do so, **we** will withhold personal **income** tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

The **policyholder** and /or **insured person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

4. GENERAL EXCLUSIONS

The following exclusions apply to all **benefits** under this **policy**:

- 1) No cover is provided for an **insured person** who has attained the age seventy-five (75) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.
- 2) No cover is provided for an **insured person** engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.
- 3) No cover is provided for any **benefit** payment that would constitute the carrying out of a "Health Insurance Business" as defined under the *Private Health Insurance Act 2007 (Cth)* or any succeeding legislation to that Act or would result in a breach of the provisions of the *Health Insurance Act 1973 (Cth)* or the *National Health Act 1953 (Cth)*.
- 4) No cover is provided for an **insured person** being under the influence of intoxicating liquor and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **doctor** or **specialist** and taken in accordance with the **doctor** or **specialist** advice.
- 5) No cover is provided for an **insured person** who has committed a criminal or illegal act.
- 6) No cover is provided for an **insured person** engaging in or taking part in naval, military or air force service or operations.
- 7) No cover is provided for an **insured person** engaging in or taking part in or training for **professional sports** of any kind.
- 8) No cover is provided for racing and/or time trials of any form, other than on foot.
- 9) No cover is provided for the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- 10) No cover is provided for any deliberate self-inflicted harm or **Injury**, caused or committed by the **insured person**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 11) No cover is provided for sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
- 12) No cover is provided for **war, civil war**, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority in the **policyholder's** or **insured persons** Country of Domicile or Country of Expatriation, or the **insured person** taking part in a riot or civil commotion or **terrorism**.

13) No cover is provided or deemed to be provided, and **we** shall not be liable to pay any claim or provide any **benefit** hereunder 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 Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.

14) No cover is provided for **events** attributable wholly or partly to childbirth or pregnancy or the complications of these.

15) No cover is provided for any **pre-existing condition**.

16) No cover is provided for an **insured person** playing or training for any code of football with a registered club or the **insured person** being a registered player.

17) No cover is provided for losses arising from **nuclear, biological or chemical terrorism**.

18) Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **we** conclude that by reason of this exclusion any claim is not covered by this **policy** the burden of proving the contrary shall be upon **you** and/or the **insured person**.