

Delivery Insurance

Combined Product Disclosure Statement (PDS) and Policy Wording

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

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Powered by  AGILE.

Coverholder at 

Agile Delivery Insurance

Combined Product Disclosure Statement and Policy Wording

This Product Disclosure Statement and Policy Wording was prepared on 04/04/2020

Any general advice that may be contained within this Product Disclosure Statement (PDS), and Policy Wording 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.

Our commitment to you

We understand the risks that you face as a delivery worker, whether you're using your bike to deliver food at different times of the day or night, locking it by a restaurant while you pick up an order or keeping it locked at home at night. We've done this by speaking to delivery workers like you, so that we could build a cover to protect people just like you. We've put this experience together to create a unique product for delivery workers.

Things you should do before purchasing this insurance

Read this booklet

Before **you** decide to purchase an Agile Delivery Insurance policy, **you** should read this booklet from cover to cover. As with all insurance policies, there are limits to the cover provided, and there are also exclusions that apply to all cover under **this insurance** and specific exclusions that relate to certain **policies**. Certain words, printed in **bold** lettering, also have defined meanings you need to understand (see Policy Wording Section 3 'Definitions'). **This insurance** is a combination of a number of **policies**, depending on what parts you select.

This document includes a Product Disclosure Statement (PDS), and a Policy Wording and tells **you** about **this insurance** to help **you** decide if the cover is right for **you**. Any advice provided is general advice only and does not take into account **your** individual circumstances, objectives, finances or needs.

Table of Contents

PART A - PRODUCT DISCLOSURE STATEMENT	4
GENERAL INFORMATION	4
1.1 Who can I contact if I have questions?	4
1.2 About Agile Underwriting Services	4
1.3 About Lloyd's	5
1.4 About this policy	5
1.5 Important information about this document	5
1.6 Your duty of disclosure	6
1.7 General conditions	7
1.8 Cancellation of your policy	8
1.9 Making a claim	9
1.10 Complaints and dispute resolution	10
1.11 Updating our PDS	12
1.12 Privacy Statement	12
1.13 Words with Special Meanings	13
1.14 The cost of your policy	13
1.15 Interpretation	13
1.16 Goods and Services Tax (GST)	13
PART B – POLICY WORDING	15
ELIGIBILITY	15
Who can purchase this policy?	15
SECTION 1 – A SUMMARY OF YOUR COVER	16
SECTION 2 – YOUR COVER	17
POLICY 1 – YOUR BIKE	17
What are you covered for?	17
Scope of cover	17
POLICY 1 - ADDITIONAL BENEFITS	17
POLICY 1 - SPECIFIC CONDITIONS	17
1.1 Basis of Settlement	17
1.2 Rent	18
1.3 Salvage	18
1.4 Repair not in Australia	18
1.5 Security conditions	19
1.6 Keep the bicycle and accessories in a good state of repair	19
1.7 Protect the bicycle and accessories	19
1.8 Keep proof of ownership and value	19
POLICY 1 - SPECIFIC EXCLUSIONS	20
POLICY 2 – PUBLIC LIABILITY	23
What are you covered for?	23
Scope of cover	23

2.1	Cover	23
2.2	Additional Payments.....	23
2.3	Representation at inquiry.....	24
2.4	Claims preparation costs.....	24
POLICY 2 - SPECIFIC CONDITIONS.....		24
2.1	Assignment.....	24
2.2	Change in risk.....	24
2.3	Excess	24
2.4	Discharge of any liability	25
2.5	Fraud.....	25
2.6	Sum Insured	25
2.7	Occurrence series clause	25
2.8	Bankruptcy or insolvency.....	25
2.9	Severability	26
2.10	Subrogation	26
2.11	Subrogation and allocation of the proceeds of recoveries.....	26
POLICY 2 - SPECIFIC EXCLUSIONS.....		27
POLICY 3 – PERSONAL ACCIDENT.....		29
	What are you covered for?	29
	Scope of cover	29
	Weekly Injury Benefits	29
	Death and Capital Benefits.....	29
POLICY 3 - ADDITIONAL BENEFITS.....		30
3.1	Dental Expenses benefit	30
3.2	Broken Bones benefit.....	30
3.3	Rideshare services.....	31
3.4	Workplace Assault benefit.....	31
POLICY 3 - SPECIFIC CONDITIONS.....		31
POLICY 3 - SPECIFIC EXCLUSIONS.....		33
SECTION 3 – DEFINITIONS		35
OUR OBLIGATIONS TO YOU		41
	Renewing your insurance	41
	General Insurance Code of Practice	41
	Several Liability	41

PART A - PRODUCT DISCLOSURE STATEMENT

General Information

In this PDS, “**We**”, “**Us**”, “**Our**” means Agile Underwriting Services Pty Ltd (**Agile**) and “**You**”, “**Your**” means the **insured**.

1.1 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 help@agileunderwriting.com
Cancelling your policy You can cancel your policy at any time.	1300 705 031 cancel@agileunderwriting.com
Making a claim online You can claim directly through our online portal.	agileunderwriting.com/claims-and-help/
Making a claim Get in touch and we can help.	1300 705 031 claims@agileunderwriting.com
Making a complaint If you're 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 For further information please visit https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/	1300 705 031 hardship@agileunderwriting.com

1.2 About Agile Underwriting Services

This insurance is issued 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 and not for the **insured**.

Our contact details are:

Head Office: Level 5, 63 York St, SYDNEY NSW 2000
Postal Address: Level 5, 63 York St, SYDNEY NSW 2000
Telephone: 1300 705 031
E-mail: service@agileunderwriting.com
Website: www.agileunderwriting.com

1.3 About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. 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.

1.4 About this policy

We agree to provide **you** with insurance in accordance with the terms, conditions of cover and exclusions of the **policy** based on the information **you** have provided or was provided on **your** behalf to **us** subject to payment of the **premium** required. The **policy** consists of this document, the **policy schedule** and any endorsements affixed (or intended to be affixed) to it and the underwriting questions **you** answered. All of them should be read as if they were one document. This **policy** is subject to Australian law and practice.

Your certificate of insurance

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

What makes up your premium

Your premium is determined by a number of factors and of course, the higher the risk is, the higher the **premium**. **Your 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 **your policy**. **You** will find these amounts on **your** certificate of insurance.

1.5 Important information about this document

This document is made up of two parts. A Product Disclosure Statement (PDS) and our 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 **your 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 Wording and PDS and if they do, **we** will tell **you** in the relevant document.

In return for **you** paying **us** a premium, as set out in Section 16, **we** insure **you** for the events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions of **your policy**. Please keep this document, **your policy schedule** and any other documents that **we** tell **you** form part of **your policy** in a safe place in case **you** need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let **us** know straight away if any alterations are needed or if **you** change **your** address or payment details. For certain types of cover under the **policy**, **we** will require **you** to provide receipts and other documentary evidence to **us** before **we** pay a claim.

Check Your documents

It's important that **you** check all the details on the documents **we** send **you**. If **you** notice an error or if **you** have a question, please contact **us** at help@agileunderwriting.com or 1300 705 031. If **you** find **you** need to change the cover for whatever reason, get in contact with **us**.

General Insurance Code of Practice

Lloyd's are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that **we** will uphold in respect of the products and services that **we** provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

1.6 Your duty of disclosure

Before **you** enter into a contract of insurance with **us**, **you** have a duty, under the *Insurance Contracts Act 1984* (Cth), to tell **us** anything that **you** know, or could reasonably be expected to know, which may affect **our** decision to insure **you** and on what terms.

When **you** first enter into a **policy** with **us**, **you** will be asked questions relevant to **your** policy.

In answering questions, **you** must:

- answer all questions giving honest and complete answers; and
- tell **us** everything that **you** know; and
- tell **us** everything that a reasonable person in the circumstances could be expected to tell **us**.
- **You** have the same duty before you renew or extend, vary any insurance contract.

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know, as an **insurer**; or when
- **we** waive **your** duty to disclose.

If **you** do not tell **us** anything **you** are required to tell **us** under this duty, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a **claim**, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

1.7 General conditions

The following General Conditions are applicable to all sections of **your policy**.

Commencement and Period of Your Policy

Your policy begins on the commencement date or on the latest renewal date, whichever is the later, and continues for one (1) calendar month (being the **period of insurance**) after which time it expires or renews until it is cancelled.

Renewal of Your Policy

This **insurance** may be renewed for further consecutive monthly periods upon payment of the premium. Payment of **your** premium is deemed to be acceptance of an offer of renewal for a further monthly 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) month from the renewal date.

Expiry of Your Policy

Your policy expires at the end of the **period of insurance**. **We** may decide not to renew **your policy**. If **we** decide not to renew **your policy**, **we** will send **you** an expiry notice at least fourteen (14) days before the expiry of your policy. If **your 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.

Service of suit clause

The **underwriters** hereon agree that:

- 1) In the event of a dispute arising under **this insurance**, the **underwriters** at the request of the policyholder 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.
- 2) Any summons notice or process to be served upon the **underwriters** may be served upon:
Postal address:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street Sydney NSW 2000
Telephone +61 (0)2 8298 0700
Facsimile +61 (0)2 8298 0788

Who has authority to accept service and to enter an appearance on the **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 the **underwriters'** behalf.

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.

Australian Currency

All payments by **you** to **us** and **us** to **you** or someone else under **your policy** must be in Australian currency. If a loss under this **policy** is stated in a currency other than Australian dollars, payment under this **policy** shall be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars as reported in the Australian Financial Review on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of loss is due, as the case may be.

Cooling off period

You have fourteen (14) days from the date **we** confirmed, electronically or in writing, that **you** are covered under **your policy** to decide if the policy meets **your** needs. **You** may cancel **your policy** at any time by emailing us at cancel@agileunderwriting.com or calling 1300 705 031 within those fourteen (14) days. If **you** do this, **we** will refund any premiums **you** have paid during this period. These cooling off rights do not apply if **you** have made or **you** are entitled to make a claim during this period.

Geographical limit

We only provide cover under **this insurance** which occurs and arises in the Commonwealth of Australia, including all its states and territories. Any claims occurring outside of the Commonwealth of Australia will not be covered under **this insurance**.

Recovery - subrogation

We have the right to recover from any person against whom **you** may be able to claim any money paid by **us** for any claim under the **policy**. **You** must assist **us** in exercising **your** legal right of recovery for **our** benefit. **We** will have full discretion in the conduct, settlement or defence of any claim in **your** name.

1.8 Cancellation of your policy

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

When You can cancel

In addition to **your** cooling off period rights (above), **you** can cancel **your policy** at any time by emailing **us** at cancel@agileunderwriting.com or calling 1300 705 031.

If You:

- a) Any cancellation will take effect on the day **we** receive **your** notice of cancellation. **We** will refund the premium for **your policy**, less an amount which covers the period for which **you** were **insured**. However, **we** will not refund any premium if **we** have paid or are obliged to pay a benefit under **your policy**.

When We can cancel

We can cancel **your policy** by giving **you** written notice to the address on file and in accordance with the *Insurance Contracts Act 1984 (Cth)*, including where **you** have:

- a) breached the Duty of Disclosure (see Section 6. Your Duty of Disclosure);
- b) breached a provision of **your policy** (including one requiring payment of premium);

- c) made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the premium for **your policy** less an amount to cover the period for which **you** were **insured**.
- d) Undertaken deception, fraud and illegal use, **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 **your bike** 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.

1.9 Making a claim

What happens if you need to make a claim?

We understand that it can be very stressful if **you** need to make a claim. **Our** claims team is here to help **you** with any assistance you may need.

In the **event** of any accidental damage, theft, total loss, accidental death, **permanent total disablement**, personal legal liability, **injury** or **event** which may give rise to a claim under this **policy**, **you** must take the following steps:

- 1) Notify **us** of the **event as soon as reasonably possible**. To make a claim please refer to the 'Make a claim' section of **our** website <https://www.agileunderwriting.com/claims-and-help/> or call **us** on 1300 705 031.
- 2) Take all reasonable measures to avert or minimise any loss or damage covered by the **policy**;
- 3) Report the **event** or loss to the police if the **event** involves theft, attempted theft, malicious damage, or an accident involving others or **injury**;
- 4) If possible, provide photographs of the accident/incident scene and of the bicycle at the scene including any observable damage;
- 5) Cooperate fully with **us** in any investigation, negotiation, defence or settlement of any claim. This may include attending court to give evidence;
- 6) When **your** insured property is damaged, **you** must retain the damaged items for inspection by **us** or by an assessor appointed by **us** and **you** must never, without our prior written consent, dispose of any damaged property. In addition **you** can not authorise the repair or replacement of the property without **our** prior written consent;
- 7) **You** must not admit liability to any loss, damage or **injury**, or settle or attempt to settle or defend any claim without **our** prior written consent;
- 8) Send **us** any legal document or other communication **you** received about claim;
- 9) When other parties may be liable to **you** for the loss or damage **you** must not agree to release those parties from any liability;
- 10) **You** must comply with all **policy** terms and conditions at all times.

Documentation

To facilitate the assessment of **your** claim, please provide **us** with the following, where applicable or requested by **us**:

- 1) To make a claim please visit our website <https://www.agileunderwriting.com/claims-and-help/> or call us on 1300 705 031;

- 2) Provide **us** with proof of ownership and value regarding any claimed loss or damage of **your bicycle** and/or **accessory**;
- 3) Provide quotations for repair or replacement of **your bicycle** and/or **accessory**. **We** may also obtain 1 (one) quotation from a **bicycle retailer** or **rental provider** of our choosing. **We** will determine which **bicycle retailer** or **rental provider** or bicycle repairer is to repair the bicycle and or accessories. If **we** cash settle **your** claim, **we** will pay **you** the amount it would cost **you** to rectify the **bicycle** and/or **accessories**;
- 4) provide **us** with proof, in the event of a theft or attempted theft of **your bike**, that **you** complied with the **policy's** security conditions (see 'Security Conditions'). Proof includes, but is not limited to, providing **us** with;
 - confirmation of the lock's make and model, and/or
 - the lock's key or the remains of the lock and/or
 - evidence of forcible entry;
- 5) copies of all correspondence exchanged with or received from any third party;
- 6) for Personal Accident claims, obtain a written medical report or certificate from your treating doctor or specialist that clearly explains the medical condition or injury;
- 7) pay **your excess**;
- 8) tell **us** about any other insurance that may be relevant to **your** claim.

Excess

In the event of a claim **you** must pay **your excess** before **we** pay **your claim**. The **excess** applicable to each section of the **policy** is stated on the **policy schedule**. In the event you do not pay **your excess**, **we** may deduct the applicable **excess** from the amount payable for **your claim**.

Premium

If **we** approve a claim under the **policy**, **we** may deduct any outstanding premium amounts from that claim. If a **policy** is cancelled, this does not affect **your** rights to make a claim under **your policy** if the **event** occurred before the date of cancellation.

How much we will pay

Subject to the terms, conditions, and exclusions of the **policy** and any warranties or endorsements contained in the **policy schedule**, **we** will pay claims up to the amount shown in the **policy schedule** applying to relevant sections of **your policy**.

1.10 Complaints and dispute resolution

We take the concerns of **our** customers very seriously. **We** have a detailed complaint handling and dispute resolution procedures that **you** may access, at no cost to **you**. To obtain a copy of **our** procedures, please contact **us** on 1300 705 031 or complaints@agileunderwriting.com. To assist **us** with **your** enquiries, please provide **us** with **your** claim or policy number (if applicable) and as much information **you** can about the reason for **your** complaint or dispute.

Our complaints and dispute procedures are as follows:

Stage 1: Complaint Handling Procedure

If **you** are dissatisfied with any of **our** products or services and **you** wish to lodge a complaint, please contact **us** at:

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 respond to **your** complaint within fifteen (15) business days, or if further investigation or information is required, **we** will work with **you** to agree on reasonable alternative timeframes.

Stage 2: Dispute Resolution Procedure

If **you** are dissatisfied with **our** response to **your** complaint, **you** may ask that **your** complaint be referred to:

Postal address: Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9, 1 O'Connell Street Sydney NSW 2000

Telephone: (+61 2) 8298 0783

Facsimile: (+61 2) 8298 0788

Email: ldraustralia@lloyds.com

Following receipt of **your** complaint, **you** will be advised whether **your** matter will be handled by Lloyd's Australia or the Lloyd's Complaint team in London, or what other avenues are available to **you**. **Your** complaint will be acknowledged within five (5) business days of receipt, and **you** will be kept informed of the progress of the review of **your** complaint at least every ten (10) business days.

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

External dispute resolution

If **your** complaint is not resolved in a manner satisfactory to **you** or **we** do not resolve **your** complaint within forty-five (45) calendar days of receiving it at Stage 1, **you** may refer the matter to the Australian Financial Complaints Authority (AFCA) as follows:

Postal address: Australian Financial Complaints Authority (AFCA)
GPO Box 3, Melbourne VIC 3001

Telephone: 1300 780 808

Email: info@afca.org.au

More information can be found on their website www.afca.org.au.

AFCA provides fair and independent financial services complaint resolution that is free to consumers. **Your** dispute must be referred within two (2) years of the date of Lloyd's final decision. Determinations made by AFCA are binding.

Customers not eligible for referral to AFCA may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within six (6) months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to **you**.

1.11 Updating our PDS

We may update the information contained in **our** PDS when necessary. A paper copy of any updated information is available to **you** at no cost by calling **us** on 1300 705 031.

We will issue **you** with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

1.12 Privacy Statement

At Agile, **we** are committed to protecting **your** privacy in accordance with the *Privacy Act 1988* (Cth).

FOR ENQUIRIES RELATING TO PRIVACY	PLEASE CONTACT
Contact our Privacy Officer at Agile by Email	privacy@agileunderwriting.com
Contact our Privacy Officer at Agile by Phone	1300 705 031
Contact our Privacy Officer at Agile by Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Level 5, 63 York Street Sydney NSW 2000

We collect **your** personal information to assess **your** application for insurance, administer **your policy** and pay **your** claims. If **you** do not provide the information that **we** may request, **your insurance** application may not be accepted, or **we** may not be able to administer **your policy** or administer a claim. Also, **you** may breach **your** duty of disclosure, the consequences of which are set out in Section 6. Your Duty of Disclosure.

We may need to share **your** information with others to decide whether to accept **your policy**, administer **your policy** and manage and pay **your** claims.

To allow **us** to do this and to otherwise operate our business, **your** personal information may be given to and used by the following:

- 1) The **underwriters** of this **policy** are certain underwriters at Lloyd's and its own employees and agents. The **underwriters** are in the United Kingdom. When **your** information is disclosed to the **underwriters** it will be protected by the *General Data Protection Regulation* which contains similar protection to the Australian Privacy Principles.
- 2) Claims adjusters, lawyers and other people appointed by **us** or the **underwriters**, or on our behalf or the **underwriters** behalf for claims handling purposes.

By submitting **your** personal information to **us**, **you** agree to **us** using and disclosing **your** personal information this way. This consent to the use and disclosure of **your** personal information remains valid unless **you** alter or revoke it by giving **us** written notice.

If **your** details or personal information changes **you** should notify **us** in writing at the above contact details, so **we** can ensure that the information **we** hold about **you** is accurate, complete and up-to-date.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on 1300 705 031.

1.13 Words with Special Meanings

Throughout this document, certain words are emphasised in '**bold**'. These words have special meaning and are included in Section 3 - Definitions of the Policy Wording. 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.

1.14 The cost of your policy

You will be told the premium payable when **you** apply and are responsible for its payment. In calculating the premium **we** take into account a number of risk factors, including (without limitation):

- the sums **insured** provided under each section of this **policy**;
- **your** activities
- **your** age
- any previous claims **you** may have had for this type of **policy**
- **your** location

The premium also includes any compulsory government charges (for example, stamp duty and GST) and Fire Services Levy (where applicable).

1.15 Interpretation

This **policy** incorporates the **policy schedule**, definitions, insuring clauses, exclusions and conditions and any other terms contained or endorsed in or to this **policy**, which are to be read together. Where any word or expression has been given specific meaning in any part of this **policy** such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

Words importing the singular gender shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this **policy** are not to be construed or interpreted by reference to such headings.

1.16 Goods and Services Tax (GST)

The **insured** must inform **us** of the extent to which the **insured** is entitled to an input tax credit for the **premium** each time that the **insured** makes a claim under this policy. No payment will be made to the **insured** for any GST liability that arises on the settlement of a claim under this policy when the **insured** has not informed **us** of their entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in **this policy** (including the **schedule** and any endorsements attached hereto) to the contrary, **our** liability will be calculated after considering:

- 1) any input tax credit to which the **insured**, or any claimant against the **insured**, is entitled for any acquisition relevant to a claim paid under this policy; and
- 2) any input tax credit to which the **insured**, or any claim made against the **insured**, would have been entitled were the **insured** or the claimant to have made a relevant acquisition; and
- 3) the GST exclusive amount of any supply made by the **insured** which is relevant to the **insured's** claim.

If the applicable limit of liability is not sufficient to cover the **insured's** claim, **we** will only pay GST (less any relevant input tax credit) that relates to **our** proportion of the **insured's** claim. The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the *A New Tax System (Goods and Services Tax) Act 1999*. This clause is not intended to vary, alter, waive or extend any terms, conditions, exclusions, or definitions of this **policy** other than as stated in this clause.

PART B – POLICY WORDING

Eligibility

Who can purchase this policy?

You may only apply for **this insurance** if, when **you** apply, **you** are:

- over 18 years old and under 65 years old;
- approved by **your nominated platform** to work;
- you**:
 - have a valid VISA allowing **you** to work in Australia,
 - are a permanent resident of Australia; or
 - are an Australian citizen.

You are not covered for **other work** that is not **delivery work**.

Our cover is designed for **you** if you do **delivery work** that means **you** are self-employed and an independent contractor. **We** do not cover **you** if **you** are an employee.

If **you** don't meet the above criteria **you** cannot be insured by **us**. If **you** have any questions, please contact **us**: help@agileunderwriting.com

Section 1 – A summary of your cover

Here is a summary of the available covers available. This should be read in conjunction with this PDS and Policy Wording together with **your policy schedule** to fully understand what **you** are insured for.

When the applicable cover is selected, Agile Delivery Insurance can provide cover for **your bicycle** for some of the most common risks faced by delivery workers while they are in Australia, such as theft, crashes and **accidental damage**. We can also provide **you** with Public Liability cover for accidents that might injure someone else or damage their property while performing **your delivery work** in Australia. Finally, **this cover** can also provide Personal Accident cover for any injuries that might occur to **you**, including some loss of income for your **delivery work**.

Policy	Type	Cover	Sum Insured	Excess
1	Your Bike	theft accidental damage total loss of your bicycle	See policy schedule	\$250 each and every claim
2	Public Liability cover	Public Liability covers you for: injuries to others damage to their property resulting in your personal legal liability	See policy schedule	\$1,000 each and every claim
3	Personal Accident cover	Death and Capital Benefits: Injury resulting in Death or permanent total disablement	See policy schedule	No excess
		Weekly Injury Benefit: Your injury resulting in temporary total/partial disablement	See policy schedule	No cover first 14 days (30 days in respect to COVID-19 and/or related conditions)

Section 2 – Your Cover

Policy 1 – Your Bike

What are you covered for?

The cover provided under **Policy 1 – Your Bike**, is subject to the terms, conditions and exclusions contained in this section and in this PDS and Policy Wording.

Scope of cover

We will pay **you**, in accordance with Condition 1. Basis of Settlement, less **your** applicable **excess** anywhere in Australia during the **period of insurance** for:

- 1) **accidental damage your bicycle** suffers to repair or replace **your bicycle** per claim.
- 2) **theft** or **total loss** if **your bicycle** is declared a **total loss** by **us**, (subject to the Security Conditions being met).

Policy 1 – Additional Benefits

These **additional benefits** only apply if there is a claim under **Policy 1 – Your Bike**.

Accessories

We will cover **you** for **accessories** to the **bicycle** under **Policy 1 – Your Bike**, provided there is a claim under **Policy 1 – Your Bike**, and the **accessories** were attached to, or being used in conjunction with, the **bicycle** at the time of the event(s) that give rise to the claim under **Policy 1 – Your Bike**.

Policy 1 – Specific Conditions

In addition to the General Conditions under this PDS, the following Conditions apply to **Policy 1 – Your Bike**.

1.1 Basis of Settlement

We will decide whether **your bicycle** and or **accessories** are repaired, or pay for the replacement of the **bicycle** and or **accessories** in accordance with the following basis of settlement:

a) **Total loss or theft claims**

Where the **bicycle** and or **accessories** are a **total loss**, or in theft claims, **we** will decide to either:

- pay for a replacement of the **bicycle** and or **accessories**; or
- pay **you** the lesser of:
 - (i) the cost to **you** to replace the **bicycle** and or **accessories** less an amount for **depreciation**; or
 - (ii) the relevant **sum insured** less an amount for **depreciation**.

b) **New for old replacement**

We may choose to replace the **bicycle** and or **accessories** or pay **you** the replacement value of the **bicycle** and or **accessories**.

New for old replacement only applies where:

- (i) **you** are the first owner of **bicycle** and or **accessories**;
- (ii) where the period of time between the date the **bicycle** and or **accessories** was first purchased from a **bicycle retailer or rental provider** and the date of the occurrence which gave rise to the relevant claim is less than 12 months, and
- (iii) **your** claim is for a **total loss** or theft of **your** entire **bicycle** and or **accessories**

We will replace **your bicycle** and or **accessories** with a new **bicycle** and **accessories** of substantially the same make, model and features including any modifications, options and **accessories**, so long as it is available in Australia, provided that where **bicycle** and or **accessories** is financed **your** financier has given **us** written consent to ascertain that sum.

If a new replacement **bicycle** is not available, the next paragraph (b) will apply.

(b) in all other cases **we** will pay for replacement of the **bicycle** and or **accessories** with the nearest new equivalent available less any amount for **depreciation**.

c) **Repair**

We will pay the reasonable amount required to repair your **bicycle** and or **accessories** so that it functions as it did prior to the **accident** or theft but we will not pay sums in order to create a uniform appearance.

In regards to the 1. Basis of Settlement Conditions, (a), (b) and (c) above, **we** will not pay more than the value of the **bicycle** and or **accessories** when it was new or the **sum insured** in the **policy schedule**, whichever is the lesser at the time of loss.

1.2 Rent

In the case that **you** have told **us** that **you** rent **your bike**, **we** have the right to elect to pay the value of **your** claim to the **bicycle retailer or rental provider**, unless it is confirmed otherwise.

1.3 Salvage

We retain the right to all salvage of the **bicycle** and or **accessories** the subject of a claim under this **policy**. If **we** settle a claim under this policy damaged **bicycle** and or **accessories** or its wreck becomes **our** property.

1.4 Repair not in Australia

Where **we** choose to pay **you** the cost to repair or replace the **bicycle** and or **accessories**, if any part necessary for repair or replacement is not available in Australia, the most **we** will pay for such part will be the lesser of the manufacturer's most recent price list or the closest equivalent part available in Australia.

1.5 Security conditions

For **Policy 1, Your Bike**, **you** must ensure certain security conditions when **your bicycle** and or **accessories** are:

- a) **unattended at home** – they are **securely locked** or **inside the home**. This includes keeping the **bicycle securely locked** to an **immovable object** when kept in the garden.
- b) **unattended on common property**, away from **home**, or are otherwise left **unattended** (except when being transported or stored in a motor vehicle) – they are **securely locked**.
- c) being transported or stored in a motor vehicle – they are either:
 - (i) left in an enclosed motor vehicle which is locked and is not accessible by breaking any window or partition; or
 - (ii) securely locked to a permanent fixture within the motor vehicle (e.g. a door handle) using an **approved lock**.
 - (iii) **securely locked** to a roof rack provided that the roof rack is **securely locked** to a permanent fixture of the motor vehicle (e.g. permanent roof bars).

1.6 Keep the bicycle and accessories in a good state of repair

You must always keep the **bicycle** and **accessories** in a good state of repair.

1.7 Protect the bicycle and accessories

You must always take precautions to prevent any loss or damage to the **bicycle** or **accessories** which could result in or contribute to a claim under the **policy**.

1.8 Keep proof of ownership and value

If **you** make a claim under the **policy** we will require proof of ownership for the **bicycle** and/or **accessories**. This can be in the form of a receipt, invoice or contract of sale from a **bicycle retailer or rental provider**. If **you** are unable to locate any of these **you** should take steps to demonstrate proof of ownership such as a photograph of the **bicycle** and/or **accessories** and serial number together with a valuation from a **bicycle retailer or rental provider** that is not less than 12 months old.

Policy 1 – Specific Exclusions

We will not cover **you** under **Policy 1 – Your Bike** for any claim arising from or in connection with any of the following:

- 1.1 deliberate damage to, or misuse or abuse of, the **bicycle** and/or **accessories**;
- 1.2 scratching or denting or any cosmetic damage that does not impair the function and performance of the **bicycle** and/or **accessories**;
- 1.3 any process of cleaning, repairing or altering the **bicycle** and/or **accessories**;
- 1.4 pre-existing, old damage, faulty workmanship, or incomplete repairs carried out prior to the **event** which resulted in a claim under **Policy 1 – Your Bike**;
- 1.5 any repairs carried out to the **bicycle** and or **accessories** by **you** without our consent. If **you** have carried out such repairs, **you** will be responsible for any additional cost over the normal amount that would have otherwise been incurred by **us**.
- 1.6 Any **damage** to the **bicycle** and/or **accessories** caused or contributed by oxidisation, rust, rot, mildew, mould, corrosion, contamination, pollution, inherent defects, vermin, undomesticated animals, insects or spiders;
- 1.7 structural or latent defect or flaws;
- 1.8 faulty design, materials or workmanship;
- 1.9 for **total loss**, **accidental damage** or legal liability incurred while **your bicycle** is being driven by or in the charge of any person (including **you**) who is convicted of driving or being in charge of such **bicycle** while under the influence of alcohol or drugs or alcohol and drugs;
- 1.10 **competitive use** of the **bicycle** and/or **accessories**;
- 1.11 use of the **bicycle** and/or **accessories** by any other person, other than **you**
- 1.12 theft by someone living in the same building as **your home**, or someone who was living in **your home** with **your** consent;
- 1.13 theft from the **home** if it was **unoccupied** for a period of more than ninety (90) consecutive days;
- 1.14 theft or attempted theft if **you** did not comply with the ‘Security Conditions’;
- 1.15 loss or damage sustained in transit unless the **bicycle** and/or **accessories** was secured in accordance with Security Conditions;
- 1.16 loss or damage sustained in transit by road, rail, sea or air unless the **bicycle** and or **accessories** was securely packaged in a container specifically designed for the transit of the **bicycle** and/or **accessories**;
- 1.17 **malicious damage** caused by **you** or a person acting with **your** express or implied consent;
- 1.18 tyres, wheels, or removable parts, unless the **bicycle** and/or **accessories** is stolen or damaged in the same **event**; wear and tear, gradual deterioration, depreciation or mechanical, structural or electrical or electronic breakdowns or failures;
- 1.19 application of heat, including welding or use of a blowtorch, to the **bicycle** and/or **accessories**;
- 1.20 strikes, riots, civil commotions, civil disturbances assuming the proportions of or amounting to a

- popular rising, military rising, martial law or the act of any lawfully constituted authority;
- 1.21 biological and/ or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear;
- 1.22 any act, or preparation in respect of action or threat of action, designed to influence the government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), and which:
- a) involves violence against one or more persons;
 - b) involves damage to property; or endangers life other than that of the person committing the action;
 - c) creates a risk to health or safety of the public or a section of the public; or
 - d) is designed to interfere with or to disrupt an electronic system.

1.23 **Property Cyber and Data exclusion**

- 1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4) **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6) **Cyber Incident** means:
- 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 7.2 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.

7) **Computer System** means:

- 7.1 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 the Insured or any other party.
- 8) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

1.24 **Communicable Disease Exclusion**

- 1) This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2) For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.
- 3) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 4) This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Policy 2 – Public Liability

What are you covered for?

The cover provided under **Policy 2 – Public Liability**, is subject to the terms, conditions and exclusions contained in this section and in this PDS and Policy Wording.

Scope of cover

Cover under **Policy 2 – Public Liability**, is limited to **your delivery work** and starts at the time **you** are logged in to the **nominated platform** and accept a delivery and ends 30 minutes after the **nominated platform** registers that delivery as being completed. Cover also includes travel to and from **your home** to perform **your delivery work** but only to the extent that the travel to and from **your home** must be on a direct route to and from **your home**.

There is no cover provided at any time under **Policy 2 – Public Liability**, when **you** are performing **delivery work** as an **employee**.

2.1 Cover

Subject to the terms, conditions and exclusions of **this insurance**, including the General Conditions of this PDS, and the **scope of cover**, **we** will indemnify the insured for all amounts which the insured becomes legally liability to pay as **compensation**:

- a) arising out of **injury** or **property damage** happening during the **period of insurance**; and
- b) as a result of an **occurrence** within the **geographical limit** of the **policy** in connection with **delivery work** performed by **you**.

2.2 Additional Payments

Subject to the terms and conditions of **this policy**, **we** will pay:

- a) The legal costs and expenses incurred by **us**, or the **insured** with **our** written consent, in the settlement or defence of any claim for **compensation** in respect of which the **insured** is entitled to indemnity under **this policy**.
- b) The expenses incurred by the **insured** for first aid to others at the time of **injury** caused by an **occurrence** (other than medical expenses prohibited by law).
- c) **Compensation** to the **insured** if, at **our** request, an **insured** attends court as a witness in connection with an **occurrence** in respect of which the **insured** is entitled to indemnity under **this policy**, at the following rates per day for each on which attendance is required:
 - (i) the **insured** - \$200 per day.

The amount of such costs and expenses as described under 2. Additional Payments, 2 a), b) and c) are payable by **us** in addition to the **sum insured** specified in the **policy schedule**.

2.3 Representation at inquiry

Upon request from the **insured**, **we** will provide the **insured** with legal representation at any **inquiry** where the **inquiry** arises from an **occurrence** likely to give rise to a liability covered under 1. Cover of **this policy**. **Our** liability for 3. Representation at an **inquiry** will not exceed \$50,000 in respect of any one claim or series of claims arising out of any one **occurrence** during the **period of insurance** and are in addition to the **sum insured**.

2.4 Claims preparation costs

In addition to the amount of cover provided by this policy, **we** will pay up to \$5,000 in respect of each claim or series of claims arising out of any one **occurrence** for professional fees and such other expenses incurred by the **insured** for the preparation of a claim under this policy.

The amount of such costs and expenses as described under 4. Claims preparation costs are payable by **us** in addition to the **sum insured**.

Policy 2 - Specific Conditions

In addition to the General Conditions under this PDS, the following conditions apply to **Policy 2** – Public Liability:

2.1 Assignment

No assignment of interest under **this policy** shall bind **us** until our consent is endorsed herein.

2.2 Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, shall be notified to **us** as soon as such change comes to the **insured's** knowledge.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and **premium** for any such coverage.

2.3 Excess

The **excess** is the first amount payable by the **insured** for each **occurrence**. **We** will never be liable to indemnify the **insured** for the **excess**.

2.4 Discharge of any liability

We may at any time pay the **sum insured** (after deduction of sum or sums already paid), or any lesser sums for which any claim or claims can be settled, and shall then be under no further liability in respect thereof except for the payment of amounts referred to in 2. Additional Payments incurred prior to such payment.

In the event of a claim or series of claims arising from an **occurrence** resulting in liability of the **insured** to pay a sum in excess of the **sum insured**, **our** liability under 2. Additional Payments shall not exceed an amount being in the same proportion as **our** payment bears to the total payment made by or on behalf of or to be made by the **insured** in satisfaction of the claim or claims.

2.5 Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **insured** or anyone acting on the **insured's** behalf to obtain any benefit under this policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the **insured**, then **we**, without prejudice to any other rights(s) **we** might have under this policy, shall be entitled to refuse to pay such claim.

2.6 Sum Insured

Our liability shall not exceed the **sum insured** as specified in the **schedule** for any one **occurrence** or series of claims for **public liability** occurring during the **period of insurance**.

2.7 Occurrence series clause

- a) An **occurrence** or series of **occurrences** which are attributable directly or indirectly or allegedly attributable directly or indirectly to the same **event**, condition, defect or hazard, or failure to warn shall be added together and treated as one **occurrence**, irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or entities that sustain **property damage** and/or **injury**.
- b) All such **occurrences** shall be deemed to have occurred on the day of the first of such **occurrences**.
- c) The **sum insured** is non-cumulative.
- d) **We** shall not indemnify the **insured** for any liability of whatsoever nature in connection with **injury** or **property damage** where such **injury** or **property damage** is in any way connected with an **occurrence** or events or circumstances, whether of a continuous, intermittent or repeated exposure, which had occurred or commenced or existed prior to the commencement of the **period of insurance**.

2.8 Bankruptcy or insolvency

If the **insured** becomes bankrupt or insolvent, **we** will not be relieved of the payment of any claims under this policy because of such bankruptcy or insolvency.

2.9 Severability

In the event any clause of this policy, or part of any clause, is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2.10 Subrogation

We waive all rights of subrogation under this policy against any **insured** except if such **insured** is protected from such loss by any other contract or policy of indemnity or insurance. In that event, **our** right of subrogation is not waived to the extent of the indemnity or insurance under such other contract or policy.

2.11 Subrogation and allocation of the proceeds of recoveries

Subject to Condition 13. Subrogation, any corporation, organisation or person claiming under this insurance shall, at **our** request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may be reasonably be required by **us** for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which **we** shall be or would become entitled upon **us** paying for or indemnifying the **insured** in respect of legal liability under this policy.

Should the **insured** incur any legal liability which is not covered by the policy:

- a) due to the application of an **excess**; or
- b) where the amounts of any judgments or settlements exceed the applicable **sum insured**;

the **insured** will be entitled to the first call on the proceeds of all recoveries made, by either the **insured** or **us**, on account of such legal liability until fully reimbursed for such uninsured amounts or amounts (less the actual costs of making such recoveries where those costs are incurred by **us**) and any remaining amount(s) will be applied to reimburse **us**.

Policy 2 - Specific Exclusions

We will not be liable under **Policy 2** – Public Liability for any claim arising from or in connection with any of the following:

- 2.1 Any liability whatsoever in connection with or contributed to or by **your** family member(s), relative(s) or travelling companion(s);
- 2.2 Any duties performed by you as a volunteer, as an **employee** or for **other work** that is not **delivery work** including **construction work**;
- 2.3 Any liability whatsoever in connection with or contributed to or by any animals belonging to **you** or in **your** care, custody or control;
- 2.4 **you** taking part in false or fraudulent conduct or representations or a criminal act of any kind (to the extent permitted by law);
- 2.5 **your** deliberate, malicious or unlawful act(s) or omission(s) which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission;
- 2.6 Any liability whatsoever in connection with or contributed to or by any airborne craft (or aerial activities), watercraft, firearms or weapons;
- 2.7 any form of ownership or occupying of land or buildings (other than occupying of any temporary residence) in the course of your **delivery work**;
- 2.8 any liability whatsoever which forms the subject of any insurance procured to cover specific work(s), contract(s), or agreement(s);
- 2.9 any liability whatsoever in connection with or contributed to or by **sexual molestation**;
- 2.10 a pandemic, epidemic or Public Health Emergency of International Concern declared by any government or the World Health Organization (WHO);
- 2.11 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 **insured's** Country of Domicile or Country of Expatriation, or the **insured** taking part in a riot or civil commotion or **terrorism**.
- 2.12 No cover is provided or deemed to be provided, and we shall not be liable to pay any claim hereunder to the extent that the provision of such cover, payment of such claim 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.
- 2.13 any liability whatsoever for **delivery work** that does not involve the use of the **bicycle**;
- 2.14 for **total loss, accidental damage** or legal liability incurred while **your bicycle** is being driven by or in the charge of any person (including **you**) who is convicted of driving or being in charge of such **bicycle** while under the influence of alcohol or drugs or alcohol and drugs;
- 2.15 any liability whatsoever in connection with or contributed to or by the use of a **vehicle** owned by, or on the physical or legal control of the insured:
 - a) which is registered or required by law to be registered; or
 - b) in respect of which insurance or statutory indemnity is required under any legislation relating to **vehicles**;

However, exclusion 15. a) and 15. b) shall not apply to:

- (i) **your** ownership, possession or use of **vehicles** (other than for a **bicycle** provided that it is powered by an electric motor that is under 250 watts), which is not required to be registered;
 - (ii) **injury** where:
 - that insurance does not provide indemnity, and
 - the reason or reasons why that insurance or statutory indemnity does not provide indemnity do not involve a breach by the **insured** of legislation relating to **vehicles**.
- 2.16 any liability assumed by express warranty or agreement unless such liability would have attached to you notwithstanding such express warranty or agreement. This exclusion does not apply to liabilities assumed under the contracts specifically designated in the schedule.
- 2.17 personal injury to any worker or employee. However, if you are:
- a) Required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such **injury**; or
 - b) Not required to so insure or otherwise fund such liability by reason only that the **injury** is to a person who is not a worker or employee within the meaning of the relevant workers' compensation law or the **injury** is not an injury which is subject to such law, then this **policy** will respond to the extent that **your** liability would not be covered under any such fund, scheme, **policy** of insurance or self-insurance arrangement had **you** complied with **your** obligations pursuant to such law.
- 2.18 liability imposed by:
- a) any workers' compensation law;
 - b) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
 - c) any law relating to employment practices.
- 2.19 strikes, riots, civil commotions, civil disturbances assuming the proportions of or amounting to a popular rising, military rising, martial law or the act of any lawfully constituted authority;
- 2.20 biological and/ or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear;
- 2.21 any act, or preparation in respect of action or threat of action, designed to influence the government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), and which:
- a) involves violence against one or more persons;
 - b) involves damage to property; or endangers life other than that of the person committing the action;
 - c) creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or to disrupt an electronic system.

Policy 3 – Personal Accident

What are you covered for?

The cover provided under **Policy 3 – Personal Accident**, is subject to the terms, conditions and exclusions contained in this section and in this PDS and Policy Wording.

Scope of cover

Cover under **Policy 3 – Personal Accident**, is limited to **your delivery work** and starts at the time **you** are logged in to the **nominated platform** and accept a delivery and ends 30 minutes after the **nominated platform** registers that delivery as being completed. Cover also includes travel to and from **your home** to perform **your delivery work** but only to the extent that the travel to and from **your home** must be on a direct route to and from **your home**.

There is no cover provided at any time under **Policy 3 – Personal Accident**, when **you** are performing **delivery work** as an **employee**.

Weekly Injury Benefits

If, while in the course of **your delivery work** and 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 consequence **you** suffer a loss of **income**, **we** will pay **you** the corresponding weekly **injury benefit** shown in **your policy schedule** current at the time of the **accident** causing **injury**.

Death and Capital Benefits

If, while in the course of **your delivery work** and 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** under the table of benefits, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
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	40%
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%

In the unfortunate event of **your accidental death** any benefit payable under this **Policy 3** will be paid to **your** estate.

Policy 3 - Additional benefits

These **additional benefits** only apply if there is a claim under **Policy 3 – Personal Accident**.

3.1 Dental Expenses benefit

If, while in the course of your **delivery work** and during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an accident resulting in an **injury** which results in the damage to **your** tooth or teeth, and a **dental practitioner** certifies this, **we** will pay **you** the benefit amount of \$250 per tooth, to a maximum of \$2,000 any one occurrence.

3.2 Broken Bones benefit

If, while in the course of your **delivery work** and during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an accident causing **injury** resulting in a covered event under Policy 3 – Personal Accident, 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%

3.3 Rideshare services

If, during the **period of insurance** and occurring within the **scope of cover**, you suffer an **injury** which results in a claim that **we** accept against this **policy** for **temporary total disablement** and as a result incur expenses related to transportation between **your** home and place of business for the purpose of engaging in **your other work** or for the purpose of attending a medical appointment. **We** will reimburse **you** up to \$100 per week, to a maximum of \$500 any one **event**.

Conditions:

- 1) Expenses must be provided by a legally approved and licensed taxi or ride sharing service.
- 2) The **insured** must have recovered sufficiently from the **injury** to return to their **other work**.

A **doctor** or **specialist** must certify that the **insured** is unable to drive a vehicle or travel on public transport.

3.4 Workplace Assault benefit

If, while in the course of **your delivery work** and during the **period of insurance** and occurring within the **scope of cover**, you suffer an **injury** as a result of an unprovoked assault which was reported to the police, **we** will pay **you** the **benefit** amount of \$5,000 for any one **event** and in the aggregate during the **period of insurance**.

Policy 3 – Specific Conditions

In addition to the General Conditions under this PDS, the following conditions apply to **Policy 3 – Personal Accident**:

3.1 in relation to the ‘Weekly Injury benefit’:

- a) any payable **event** must occur within (12) months of the date of the **injury**;
- b) any weekly **benefit** will be paid after the **excess period** has elapsed.
- c) **we** will stop paying weekly **benefits** if **you** start **delivery work** or receive any other **income** while **you** are receiving the weekly injury **benefit**.
- d) **we** will stop paying the weekly injury **benefit** when **you** become entitled to a **benefit** for **permanent total disability**.
- e) **we** will not pay **temporary total disablement** or **temporary partial disablement** for more than one (1) **injury** at any one time.

- f) any payable **benefit** will 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*.
- g) any successive period of total disablement resulting from the same **injury**; and which is not separated by a return to active full-time employment for six (6) months or more will be considered as one (1) period of **temporary partial disablement** or **temporary total disablement**.
- h) **we** will not pay **temporary total disablement** which commences or recurs after the expiry of this **policy**, or when **you** are on unpaid leave or maternity leave.
- i) **you** must notify us if **you** take out any other insurance with any insurer providing for weekly compensations of a similar kind, which, together with **this insurance**, exceed **your** total **income**.
- j) **you** or **your** representative must notify **us** as soon as reasonably possible of any **accident** which may give rise to **injury** capable of becoming **permanent total disablement**.
- k) for any **accident** which may give rise to an **injury** where the **event** was reported to the police, provide **us** with a copy of the police report and report number which was reported to the police.

3.2 in relation to 'Death and Capital Benefits':

- a) any payable **event** claimed must occur within twelve (12) months of the date of **injury**.
- b) any **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.
- c) any payment of the **disappearance event** as a result of this clause is subject to receipt of a signed undertaking by the beneficiaries of the **insured** that any payment for this **event** shall be refunded if it is later demonstrated that the **insured** did not die as a result of an **injury**.
- d) the maximum amount payable for this **benefit** in any one **period of insurance** for any one (1) **insured** is the amount stated in the **policy schedule** against 'Death and Capital Benefits'.
- e) if **you** are exposed to the elements as a result of sustaining an **injury** and suffer from any of the **events** described in the table of 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**.
- f) a percentage as determined by the opinion of not less than three (3) **doctors** or **specialists**, the first shall be the **insured's** 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.

3.3 in relation to the 'Broken Bones benefit':

- a) the maximum **benefit** for any one (1) **injury** is the amount shown in the **policy** schedule against 'Broken Bones Benefit'.
- b) **benefits** 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.

- c) if **you** have been diagnosed with osteoporosis prior to the start date of **this insurance**, any broken bones suffered will not be covered. If **you** are diagnosed as having osteoporosis after the start date of **this insurance**, any broken bone(s) resulting from the first **event** are covered, but any broken bone(s) resulting from subsequent **events** will not be covered.
- 3.4 in the case of temporary total disablement loss of income benefit, you must also:
- a) undergo any medical examination required by **us**;
 - b) provide a medical certificate from a qualified registered **doctor** or **specialist** confirming the nature and extent of **injury**, or time, cause and place of **accidental death**; and
 - c) obtain and follow medical advice from a qualified **doctor** or **specialist**.
- 3.5 in relation to all sections under Policy 3:
all claims arising from:
- a) coronavirus disease [COVID-19]; or
 - b) severe acute respiratory syndrome coronavirus 2 [SARS-CoV-2]; or
 - c) any mutation or variation of SARS-CoV-2;
- will be subject to a thirty (30) days **excess period**.

Policy 3 – Specific Exclusions

We will not cover **you** under **Policy 3** – Personal Accident for any claim arising from or in connection with any of the following:

- 3.1 No cover is provided for an **insured** who has attained the age sixty-five (65) years inclusive, unless we have agreed to extend the **insurance** by prior notice and agreement.
- 3.2 an **accident** which occurs or manifests itself twelve (12) months or more after the date of the **accident**;
- 3.3 an **injury** which has not been verified in writing by your **doctor** or **specialist**;
- 3.4 Any duties performed by **you** as a volunteer, as an **employee** or for **other work** that is not **delivery work** including **construction work**;
- 3.5 the use, existence or escape of nuclear weapons materials or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
- 3.6 strikes, riots, civil commotions, civil disturbances assuming the proportions of or amounting to a popular rising, military rising, martial law or the act of any lawfully constituted authority;
- 3.7 any deliberate self-inflicted harm or **injury**, caused or committed by the **insured**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act;
- 3.8 sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 3.9 if at the time of the **accident you** were under the influence of alcohol or non-prescribed drugs or abusing prescribed drugs where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an **accident, injury** or criminal act.
- 3.10 a **pre-existing condition**;
- 3.11 air travel including as a passenger in a properly licensed aircraft;

- 3.12 any engagement by **you** in or taking part in or training for recreational or professional sports of any kind, including racing and or time trials of any form;
- 3.13 tasks involving long distance or heavy haulage delivery, mining activities above or below ground, security guard either armed or unarmed;
- 3.14 an **insured** engaging in or taking part in naval, military or air force service or operations;
- 3.15 **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 **insured's** Country of Domicile or Country of Expatriation, or the **insured** taking part in a riot or civil commotion or **terrorism**.
- 3.16 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.
- 3.17 No cover is provided for losses arising from **nuclear, biological or chemical terrorism**
- 3.18 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 the **insured**.
- 3.19 **your** ownership, possession or engaging in activities involving the use of motorised vehicles (other than the **bicycle** provided if it is powered by electric motor that is under 250 watts), airborne craft (or aerial activities), watercraft, firearms or weapons.
- 3.20 no **benefit** is payable for any **injury** that is wholly or partly attributable to childbirth or pregnancy or the complications of these.
- 3.21 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).
- 3.22 biological and/ or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear;
- 3.23 any act, or preparation in respect of action or threat of action, designed to influence the government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), and which:
- a) involves violence against one or more persons;
 - b) involves damage to property; or endangers life other than that of the person committing the action;
 - c) creates a risk to health or safety of the public or a section of the public; or
 - d) is designed to interfere with or to disrupt an electronic system.

Section 3 – Definitions

When used in **bold** in this **policy** (including its endorsements), the words below have the following meaning:

accessories means any equipment added and fixed to the **bicycle** in addition to the manufacturer’s original specifications for the bicycle make, model or series, e.g. **approved locks**, battery. It does not include the **bicycle** or any riding gear (for example, helmets, shoes, riding clothes etc), and it does not include a phone, smart phone, laptop or tablet, whether attached to the **bicycle** or not.

accident means an **event** that **you** did not expect or intend to happen.

accidental damage means damage resulting from a sudden and unforeseen Event.

accidental death means **your** death which occurs by **accident**.

active war means **your** active participation in a **war** where **you** are deemed under Australian law to be under instruction from or employed by the armed forces of any country.

act of terrorism means any act, or preparation to perform an act, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons;
- b) involves damage to property;
- c) endangers life other than that of the person committing the action;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

approved lock means any cable, chain or “D” lock secured with either a combination or key locking mechanism, or a lock supplied to you by a **bicycle retailer or rental provider**.

benefit (in respect to **Policy 3 – Personal Accident** only) means a monetary amount which **we** will pay to **you** following a covered **event**.

bicycle (or **bike**) means:

- a) **your bicycle**, or electric motor under 250 watts which is owned by **you** and is listed under ‘**bicycle**’ on the **policy schedule**; and
- b) includes any replacement part of the above in accordance with the manufacturer’s original specification for that specific make and model. This includes wheels, pedals, derailleurs, handlebars.

It does not include any **accessories** or any riding gear (for example, helmets, shoes, riding clothes etc).

bicycle retailer or rental provider means a corporation which in the ordinary course of its business mainly sells new **bicycles** or rents **bicycles**.

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.

claim amount means the total amount determined by **us** as payable for a claim.

common property means an area within a strata title development or company title complex which is not part of any individual lot and is identified for common use by many people e.g. stairs, driveways, car parks and the like.

compensation (in respect of **Policy 2 – Public Liability**) means monies paid or agreed to be paid by judgment, award or settlement, and is only payable in respect of an **occurrence** to which this insurance applies, for:

- a) **injury**; or
- b) **property damage**

competitive use means racing, competing riding against another person or the clock or any use of the claimed property other than for the use specified in **this insurance**.

construction work means any **construction work** and its related activities on a construction site, including construction cleaning or commercial construction cleaning.

delivery work means **you** performing food delivery duties directly allocated to **you** by **your nominated platform**.

dental practitioner means a person legally qualified in dentistry who is registered or licensed to practice dentistry under the laws of Australia and who is not **you** or relative of **you**.

depreciation means a reduction in the value of the asset over time due, e.g. due to age or wear and tear.

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 licenced to practice medicine under the laws of Australia, other than **you**.

employee means a person who is engaged under a contract for service (as distinct from a contract for services) or who is a deemed employee for the purposes of any workers compensation legislation.

event means a single occurrence or a series of occurrences arising from one **event** resulting in loss or damage.

event (in respect of **Policy 3 – Personal Accident only**) means an occurrence that could give rise to a claim for a **benefit** under **your policy**. Any one (1) occurrence or series of occurrences attributable to one (1) source or originating cause is deemed to be one (1) **event**.

excess means the amount(s) stated in the **policy schedule** next to each section which **we** require **you** to pay towards any claim made under that section of the **policy**.

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**.

geographical limit means the Commonwealth of Australia including its states and territories.

home means **your** residential address, where the **bicycle** and **accessories** are usually kept.

immovable object means:

- a) any solid object fixed in or on to concrete or stone, which is not capable of being undone, removed with the **bicycle**, or which the **bicycle** cannot be lifted over or lifted under; or
- b) a properly fixed bicycle rack.

income means 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 (in respect to **Policy 3 – Personal Accident only**) means a bodily **injury** resulting from an **accident** that occurs fortuitously to **you**. **Injury** (in respect to Policy 3) does not include:

- a) any consequences of an **Injury** which are ordinarily described as being a **sickness**, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b) an aggravation of a pre-existing **injury**;
- c) any **pre-existing condition**; or
- d) any degenerative condition.

injury (in respect to **Policy 2 – Public Liability only**) means:

- a) bodily injury, death, disease, illness, disability, sickness, nervous shock, mental anguish or mental injury or loss of consortium;
- b) false arrest, false detention, wrongful imprisonment, malicious prosecution or humiliation;
- c) wrongful entry or wrongful eviction or other invasion of privacy;
- d) discrimination as a result of race, religion, sex, sexual orientation, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by the insured or at the insured's direction, but only with respect to liability other than fines and penalties imposed by law;

- e) defamation, libel or slander; and
- f) assault and/or battery committed by or at the direction of the insured whilst engaged in the business and for the purpose of preventing or eliminating danger to persons or property.

inside the home means **your bicycle** and/or **accessories** are left within a building at **your home** which has all external doors and windows locked and any security devices (e.g. alarms) in operation.

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

insurer means certain **underwriters** at Lloyd's.

inquiry means any inquest, coronial inquiry or criminal proceedings regarding **injury** or **property damage**

malicious damage means any intentional or deliberate act, or wrongful act motivated by malice, vindictiveness or spite, which causes damage to the **bicycle** and/or **accessories**.

nominated platform means any company that provides **you** with **delivery work** via an on-demand app or booking system app which you have declared to us and is stated in your **policy schedule**

nuclear, biological or chemical terrorism means any **act of terrorism** involving the use of fusion, fission, radiation, biological or chemical weapons.

occurrence (in respect of **Policy 2 – Public Liability** only) means an event, including continuous or repeated exposure to conditions, that results in **injury** or **property damage**

other work means any other work that is not **delivery work**

period of insurance means the **period of insurance** shown in the **policy schedule** and any extension thereof which may be agreed between the insured and **us** in writing.

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 **you** from engaging in your usual occupation, whether **delivery work** or any other employment or occupation which **you** are suited by reason of education, training, experience or skill, and which, after 52 weeks from the **event**, shows no signs of improving.

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 the **policy schedule** and certificate of insurance attaching to and forming part of this policy, including any **policy schedule** and certificate of insurance substituted for the original **policy schedule** and certificate of insurance issued by us to the **insured**.

pre-existing condition means:

1. In respect of **injury**, is a condition of which the **insured** was aware (whether diagnosed or not) or has sought treatment prior to the inception of the **insured's period of insurance** under this **policy**.
2. In respect of **sickness**:
 - a) Is a condition or side-effect of which the **insured** was aware (whether diagnosed or not) or has sought treatment prior to the **insured's period of insurance** under this **policy**. If any form of cancer is a **pre-existing condition**, then there is no cover for cancer or cancer-related conditions; and
 - b) Is a condition caused by a **pre-existing condition**.

premium means the amount specified in the **policy schedule** which is payable by **you** for the insurance provided by **us** under **this insurance**, including any compulsory government charges (for example, stamp duty and GST) and Fire Services Levy (where applicable).

public liability means **insured's** legal liability in respect of **injury, property damage** happening in connection with **delivery work** and caused by or arising out of an **occurrence** during the **period of insurance**.

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** and contained in this PDS and Policy Wording.

securely locked means locking the **bicycle** to an **immovable object** through the frame by an **approved lock**.

sexual molestation means actual or alleged sexual assault, sexual harassment, sexual molestation, rape or the consequences thereof.

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 start of **this insurance**.

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

sum(s) insured means the amount listed against each **policy** on the **policy schedule** which is the limit **we** will pay for any **benefit**, loss, damage or liability unless **we** have agreed in writing otherwise.

temporary partial disablement means where in the opinion of a **doctor** or **specialist you** are unable to engage in a substantial part of **your delivery work** resulting in more than a 25% loss of income earned prior to the relevant **injury**;

temporary total disablement means where in the opinion of a **doctor** or specialist **you** are temporarily unable to engage in any aspect of **your usual delivery work**, and you are in the regular care of and acting in accordance with the instructions or advice of a **doctor** or **specialist**.

this insurance means the PDS, the **policy schedule** and any other documents **we** agree with **you** that form part of the terms and conditions of **our** contract of insurance with **you** (as applicable endorsements or conditions issued to **you** in written or electronic form).

total loss means the loss of the entire **bicycle** and/or **accessories** or damage to the **bicycle** and/or **accessories** which **we** consider to be uneconomical to repair.

unattended means the **bicycle** is out of **your** direct line of sight or is more than 5 (five) metres away from **you**.

underwriter means certain Underwriters at Lloyd's.

unoccupied means that neither **you** nor any other person (with **your** consent) is living and sleeping in **your home**.

vehicle means any type of machine and attachments thereto (including a trailer) which:

- a) travels on wheels or on self-laid tracks; and
- b) is propelled by other than manual or animal power.

war means:

- a) **war**, invasion, acts of foreign enemies, hostilities (whether **war** be declared or not), civil **war**, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) any **act of terrorism**, or
- c) any act of **war** or **act of terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

we, us, our means Agile Underwriting Services Pty Ltd on behalf of certain Underwriters at Lloyd's.

work means any undertaking or engagement which you undertake as a self-employed person, as an independent contractor or as a contract for services - as distinct from a contract of service under which you are an **employee** (whether or not the person who engages you has an obligation to pay superannuation on your behalf).

you, your means the **insured** named in the **policy schedule**.

Our obligations to you

Renewing your insurance

This **policy** is a 30-day **policy** and renews on a monthly rolling basis unless the **policy** is cancelled by **you** or by **us** in accordance with Section 9. of the PDS ‘Cancellation of **Your Policy**’.

We will tell **you** our terms of the renewal of **your policy** as an addendum to **your policy schedule**. This will be sent to **you** alongside **your** account summary for each expiring month of charges. Unless **you** cancel or we tell **you**, **your** cover will be automatically renewed for the following period. So if **you** don’t want it renewed **you** must tell **us** before the current insurance expires.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code subject to certain Lloyd’s specific qualifications.

To obtain more information on the Code of Practice please contact **us** or **you** can access the Code at: www.codeofpractice.com.au.

Several Liability

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.