

# Group Riders Personal Accident and Personal Liability Insurance

Policy Wording

New Zealand

Issued by Agile Underwriting  
Services Pty Ltd

ABN 48 607 908 243 — AFSL 483374



**Accident  
& Health**

Powered by  AGILE.

Coverholder at **LLOYDS**

# GROUP RIDERS PERSONAL ACCIDENT & PERSONAL LIABILITY INSURANCE POLICY WORDING

Prepared on 24<sup>th</sup> September 2021

No financial advice is given within this document. Any general advice that may be contained within this 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**.

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## WHO CAN I CONTACT IF I HAVE QUESTIONS?

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
<b>General enquiries, including policy questions and coverage, and policy amendments.</b> Any questions, just call or email.	+61 (0)2 8074 5942 <a href="mailto:ah@agileunderwriting.com">ah@agileunderwriting.com</a>
<b>Cancelling your policy.</b> The <b>policyholder</b> can cancel the <b>group policy</b> at any time.	+61 (0)2 8074 5942 <a href="mailto:ah@agileunderwriting.com">ah@agileunderwriting.com</a>
<b>Making a claim online.</b> You can claim directly through our online portal.	<a href="http://www.agileunderwriting.com/make-an-accident-health-claim">www.agileunderwriting.com/make-an-accident-health-claim</a>
<b>Making a claim offline.</b> Get in touch and we will send you a claim form.	+61 (0)2 8074 5942 <a href="mailto:ahclaims@agileunderwriting.com">ahclaims@agileunderwriting.com</a>
<b>Making a complaint.</b> If you are not happy...we want to know.	+61 (0)2 8074 5942 <a href="mailto:complaints@agileunderwriting.com">complaints@agileunderwriting.com</a>
<b>Family/Domestic Violence.</b> For further information please visit <a href="https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/">https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/</a>	+61 (0)2 8074 5942 <a href="mailto:family@agileunderwriting.com">family@agileunderwriting.com</a> In an emergency or you are not feeling safe, call 111
<b>Support for customers experiencing vulnerability.</b> For further information please visit <a href="https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/">https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/</a>	+61 (0)2 8074 5942 <a href="mailto:hardship@agileunderwriting.com">hardship@agileunderwriting.com</a>

## ABOUT AGILE UNDERWRITING SERVICES and THE INSURER

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

AGILE arranges policies for and on behalf of Certain Underwriters at Lloyd's. Our contact details are:

Head Office:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Telephone:	+61 (0)2 8074 5942
Website:	<a href="http://www.agileunderwriting.com">www.agileunderwriting.com</a>

## ABOUT LLOYD'S

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

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

## Financial strength rating

Lloyd's has an AA- rating given by Fitch Ratings. The rating scale is:

AAA Highest Credit Rating	BBB Good credit quality	CCC Substantial credit risk	RD Restricted default
AA Very high credit rating	BB Speculative	CC Very high levels of credit risk	D Default
A High credit quality	B Highly speculative	C Near default	

The rating may be modified with +/- for AA to CCC ratings. This is to indicate differences within the main rating scales. A full description of the rating scale is available on Fitch Ratings' website- <https://www.fitchratings.com/products/rating-definitions#ratings-scales>

## WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words will appear in bold and these words have special meanings. 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.

Wherever the following words appear in bold in this policy wording, **policy schedule** and **certificate** they will have the meanings shown below.

**Accident** means a sudden, unexpected, unintended, unforeseeable external event which occurs at a definable time and place within the **territorial limits** whilst you are riding a **personal mobility device** within the **period of cover**.

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

**Certificate** means the Certificate of Currency made available to you on the **policyholder's** app. This gives details of **your** cover, including limits and key exclusions and conditions.

**Dental practitioner** means a person legally qualified in dentistry who is registered or licensed to practice dentistry under the laws of the country in which they practice as a dentist, dental hygienist, dental

prosthetist, dental therapist, oral surgeon, orthodontist, oral health therapist or **specialist**, other than **you** or **your** family member.

**Dependant** means

- 1) **Your** unmarried children residing with **you** and being under 19 years of age; or
- 2) **Your** unmarried dependent children up to 25 years of age if they are fulltime students at an accredited institution of higher learning and are primarily dependent upon **you** for maintenance and support at the start of the **period of cover**.

**Dependant** includes **your** or **your spouse's** step or legally adopted children. It also includes **your** children of any age who are living permanently with **you** who through a disability are totally incapable of self-support.

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

**Excess period** means the period after an **accident** that results in **your temporary partial disablement** or **temporary total disablement** where no benefit is payable as shown in the **policy schedule** or **certificate**.

**Group policy** means this insurance and is made up of this policy wording, the current **policy schedule** and any other documents **we** may issue to the **policyholder** that **we** advise will form part of the **group policy**, for example endorsements.

**Income** means:

- 1) **Your** gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of 365 consecutive days prior to the date of the **accident** with respect to which **we** have agreed to pay a claim under the **group policy**; or
- 2) In the case of a self-employed person, **your** 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 365 consecutive days prior to the date of the **accident** with respect to which **we** have agreed to pay a claim under the **group policy**.

**Injury** means a bodily injury resulting from an **accident**.

**Injury** does not include:

- 1) 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;
- 2) An aggravation of a pre-existing injury;
- 3) Any **pre-existing condition**; or
- 4) Any degenerative condition.

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

**Occurrence** means an event which unexpectedly or unintentionally results in third party **injury** and or damage to third party property within the **territorial limits** during the **period of cover**. Any third party **injury** or third party property damage attributable to one source or originating cause is deemed to be one occurrence, that is regardless of the number of third parties who sustain **injury** or property damage.

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

**Partner** means **your** husband or wife and includes de-facto or life partner who **you** have continuously cohabited with for a period of 90 consecutive days or more at the time of the **accident** or **occurrence**.

**Period of cover** means the time **you** are covered under this **group policy** whilst **you** are riding the **policyholder's personal mobility device** for the purpose of transportation.

**Period of insurance** means the period shown in the **policy schedule** and relates to the **group policy**.

**Permanent** means continuing for at least 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** or employment, or any other occupation or employment for which **you** are suited by reason of education, training, experience, or skill. The disablement must continue for at least 12 months and thereafter will, in all probability, continue for life.

**Personal mobility device** means an e-scooter or e-bicycle offered for rental by the **policyholder** through its app. Confirmation of the type of personal mobility device covered is in the **policy schedule** and **certificate**.

**Policyholder** means the named organisation listed as the **policyholder** in the **policy schedule** and/or **certificate**. The **policyholder** has arranged this insurance as the Hire Operator for the **personal mobility device** and is the contracting party for this insurance.

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

**Pre-existing condition** means a condition or injury **you** were aware of (whether diagnosed or not) or have sought treatment for prior to the start of the **period of cover**.



**Premium** means the amount as shown in the **policy schedule** that is payable in respect of the **group policy** by the **policyholder**.

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

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

**Sum insured** means the maximum amount **we** will pay under a benefit for any claim you make, for any one **accident** or **occurrence** as shown in the **policy schedule** and **certificate**.

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

- 1) If **you** continue to be employed, **you** are temporarily unable to engage in a substantial part of **your** usual **occupation** or business duties resulting in more than a 25% loss of **income** earned as a result of the **accident**; or
- 2) If **your** employment ends or **you** were not employed at the time of the **accident**, **you** are temporarily unable to engage in at least 25% of any **occupation** for which **you** may be suited by reason of education, training, experience or skill.

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

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

- 1) If **you** continue to be employed, **you** are temporarily unable to engage in any aspect of **your** usual **occupation** or any of **your** business duties; or
- 2) If **your** employment ends or **you** were not employed at the time of the **accident**, **you** are temporarily unable to engage in any **occupation** for which **you** may be suited by reason of education, training, experience or skill.

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

**Territorial limits** means New Zealand.

**We, our, us** means Liberty Managing Agency Limited (LMAL) for and on behalf of the Lloyd's underwriting members of Lloyd's syndicate 4472 (Syndicate 4472) trading as Liberty Specialty Markets. For full information see the Corporate Information section below.

**You, your, insured person** means the sole individual hiring and riding the **personal mobility device** and able to claim under this **group policy**. They are not a contracting party under this insurance.

## IMPORTANT INFORMATION ABOUT THIS POLICY

This document contains important information and has been prepared to assist the **policyholder** in understanding the **group policy** and making an informed choice about the insurance requirements. It is up to the **policyholder** to choose the cover required. This cover is then provided to **insured persons** free of charge.

It is important that the **policyholder** carefully reads and understands this document. Other documents may form part of the **group policy** and if they do, we will tell you in the relevant document.

In return for the **policyholder** paying us a **premium**, we cover **insured persons** for the events described in the policy wording, subject to the terms, conditions and exclusions of the **group policy**. Please keep this document, the **policy schedule**, **certificate** and any other documents that we advise form part of the **group policy** in a safe place in case they need to be referred to in the future.

## About the policy schedule and certificate

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

The **certificate** is for **insured persons** and contains a summary of the cover provided, plus information about the cover options, limits and excesses that will apply.

## Adequate sums insured

If the **policyholder** has chosen cover for **temporary total disability** and applied for a weekly benefit sum insured that is:

- 1) less than the **insured person's income**, the periodic payments will be capped to the weekly sum insured the **policyholder** has chosen; or
- 2) more than the **insured person's income** the periodic payments will be capped to the **income** the **insured person** actually loses.

## Age limitation

The age limit under this **group policy** is between 16 years and 75 years inclusive, unless we have agreed to extend the insurance by prior notice and agreement, and the age limit is altered by the **policyholder's** terms of service.

## New Zealand currency

All payments by the **policyholder** to us and us to any **insured person** or someone else under the **group policy** must be in New Zealand dollars (NZD).

## Check your documents

It's important that the details on the documents received are checked to ensure they are correct. If an error is noticed or if there is a question, please contact Agile at [ah@agileunderwriting.com](mailto:ah@agileunderwriting.com). If the **policyholder** finds they need to change the cover for whatever reason, get in contact with Agile.

## Cooling off period

The policyholder has 14 days from the date we confirmed, electronically or in writing, that cover under this group policy meets their needs. The policyholder may cancel this group policy by calling Agile on +61 (0)2 8074 5942 or advising Agile in writing (contact details can be found on page 4) within those 14 days. We will refund any premiums the policyholder has paid during this period. These cooling off rights do not apply if a claim has been made or intended to be made during this period.

## Expiry of the policy

This group policy expires at the end of the period of insurance. We may decide not to renew the group policy. If we decide not to renew the group policy, we will send the policyholder an expiry notice at least 14 days before the expiry of this group policy. If this group 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.

## Intermediary remuneration

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

## Law and jurisdiction

This group policy is subject to the laws of New Zealand.

Any dispute, of whatever nature, arising out of or in relation to any matter relating to this group policy shall be determined by court proceedings issued in New Zealand. New Zealand courts shall have exclusive jurisdiction to hear and determine any such proceedings and resolve any such dispute.

## Our agreement with the policyholder

This group policy is a legal contract between the policyholder and us. The policyholder pays us the premium, and we provide the cover the policyholder has chosen as set out in the policy schedule, occurring during the period of insurance shown on the policy schedule or any renewal period.

## Renewal of the policy

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

## Start date and period of insurance

The **period of insurance** begins and ends on the dates shown in the **policy schedule** unless it is cancelled before the end date.

## Taxation implications

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

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

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

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

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

## What makes up the premium

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

The cost of the **group policy** is calculated according to various risk factors, including but not limited to:

- 1) Activities undertaken during **period of insurance**.
- 2) Previous claims experience for this type of risk.
- 3) Location.
- 4) The benefit and/or **sum insured** limits.

## The policyholder's expectation

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

The **group policy** will not cover certain health problems the **insured person** had before commencement of cover. Health problems are defined as a **pre-existing condition**.

## DUTY OF DISCLOSURE

### What you must tell us

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

### If you do not tell us

If you do not answer our questions in this way, we may reduce our liability under contract in respect of a claim or refuse to pay a claim or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having commenced.

## CANCELLATION OF POLICY

This group policy may be cancelled in one of two ways:

### When the policyholder can cancel

The policyholder can cancel the group policy at any time by emailing us at [ah@agileunderwriting.com](mailto:ah@agileunderwriting.com) or calling +61 (0)2 8074 5942.

If the policyholder:

- 1) Pays the premium by instalments and wishes to cancel, we will cancel on the date to which the policyholder has paid premiums in advance.
- 2) Does not pay premiums by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day we receive the policyholder's notice of cancellation. We will refund the premium for the group policy, less an amount which covers the period for which the policyholder was insured. However, we will not refund any premium if we have paid or are obliged to pay a claim under the group policy.

### When we can cancel

#### Cancelling the group policy

We can cancel the group policy by giving the policyholder 30 days notice in writing to the address on file, including where the policyholder and/or insured person has:

- 1) Breached the Duty of Disclosure;
- 2) Breached a provision of the group policy (including one requiring payment of premium);
- 3) Made a fraudulent claim under the group policy of insurance. If we cancel, we will refund the premium for the group policy less an amount to cover the period for which cover was in force.
- 4) Undertaken Deception, Fraud and Illegal use, we may be entitled to avoid this group policy or withdraw from it in the event of intentional misrepresentation or deception. If a fraudulent

claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

If we cancel, we will refund the premium for the group policy less an amount to cover the period for which the policyholder was insured.

## cancelling cover for individual insured person

We will withdraw the insured person's cover by giving them written notice to the address registered with the policyholder and including where the insured person has:

- 1) Breached a provision of the group policy;
- 2) Made a fraudulent claim under the group policy.
- 3) Undertaken Deception, Fraud and Illegal use, we may be entitled to avoid this group policy or withdraw from it in the event of intentional misrepresentation or deception. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

This condition will only apply to the insured person as an individual and not the entire group if the above was perpetrated by them individually and not the policyholder.

## MAKING A CLAIM

Please contact Agile (see page 4) to notify a claim and ask for a claim form. When submitting a claim please tell us what happened and provide us with all the documents we ask for. If not, we may have to reduce the amount of the claim or we may not be able to process the claim at all.

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

- Get a written medical report or certificate from the treating doctor or specialist that clearly explains the medical condition.
- Keep originals of all documents that are submitted electronically.
- Lodge the claim as soon as possible of the situation that gives rise to the claim.

Agile's on-line claims system is available at [www.agileunderwriting.com/make-an-accident-health-claim](http://www.agileunderwriting.com/make-an-accident-health-claim).

## Do not admit fault or liability

Do not, unless we have approved:

- 1) admit any fault; or
- 2) offer or promise to pay any money; or
- 3) become involved in litigation.

## Claims processing

We want to process claims as quickly as we can. Once we have all the information we need, the claim will be acknowledged within two business days of receiving a completed claim form. We will advise in writing if we need additional information.

## Help us recover anything we have paid

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

## Other insurance

You and/or the **policyholder** must advise us if anything claimed is covered by another insurance policy or if there is any claim payable under the Accident Compensation Corporation (ACC). If there is another insurance policy in place or a valid claim under the Accident Compensation Corporation, you and/or the **policyholder** must claim under that policy first. If you receive the full benefit from a claim under one insurance policy or the Accident Compensation Corporation, you cannot make a claim under another policy.

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

## We may need to contact other parties

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

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

## Subrogation

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

## COMPLAINTS AND DISPUTE RESOLUTION

Agile takes the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that the **policyholder** or you may access, at no cost. To obtain a copy of these procedures, please contact Agile on +61 (0)2 8074 5942 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com).

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

Postal address: The Complaints Officer  
Agile Underwriting Services Pty Ltd  
Level 5, 63 York St, Sydney NSW 2000

Telephone: +61 (0)2 8074 5942  
Email: [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com)

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

Lloyd's aim is to provide the highest service to its New Zealand clients and to this end has developed the following procedures for the fair handling of complaints from Lloyd's clients including **insured persons** under this **group policy**. There are established procedures for dealing with complaints and disputes regarding **your** insurance or claim and are set out below.

If we cannot resolve the complaint to your satisfaction, we will escalate the matter to Lloyd's New Zealand who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

This review is conducted on behalf of:

Postal address: Lloyd's General Representative in New Zealand  
C/- Hazelton Law  
Level 29, Plimmer Towers, 2-6 Gilmer Terrace, PO Box 5639, Wellington

Telephone: +64 (0)4 472 7582  
Email: [idrnz@lloyds.com](mailto:idrnz@lloyds.com)

Your dispute will be acknowledged in writing within five (5) business days of receipt and Lloyds New Zealand will aim to issue a final response within ten (10) days.

### External Dispute Resolution

Should you remain dissatisfied with Lloyd's New Zealand's final response, you may now have the right to refer your complaint to the Insurance & Financial Services Ombudsman Scheme:

Insurance & Financial Services Ombudsman Scheme

Postal Address: PO Box 10-845  
Wellington 6143  
New Zealand

Telephone: +64 (0)4 499 7612

Email: [info@ifso.nz](mailto:info@ifso.nz)

Website: [www.ifso.nz](http://www.ifso.nz)

Please Note: Useful information- We will usually require the following information:

- 1) Name, address and telephone number of the **policyholder**;
- 2) Details of the policy concerned (**policy** and/or claim reference numbers, etc);
- 3) Reasons why you are dissatisfied;
- 4) Copies of any supporting documentation you believe may assist in addressing the dispute appropriately.



## Service of suit clause

We agree that:

- 1) In the event of a dispute arising under the **group policy**, we at the request of the **policyholder** will submit to the jurisdiction of any competent court in the Commonwealth of New Zealand. 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 us may be served upon:

Lloyd's Underwriters General Representative in New Zealand  
C/- Hazelton Law  
Level 29, Plimmer Towers, 2-6 Gilmer Terrace, PO Box 5639, Wellington  
Email: [scott.galloway@hazelton.co.nz](mailto:scott.galloway@hazelton.co.nz)  
Telephone: +64 (0)4 472 7582

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

## PRIVACY STATEMENT

At Agile, we are committed to protecting **your** privacy in accordance with *the Privacy Act 2020*). We use **your** personal information to assess the risk of, and provide insurance and other insurance services to service the **group policy**. We may use **your** contact details to send **you** information and offers about products and services that may be of interest to **you**. If **you** do not provide us with full information, we may not be able to provide **you** with insurance or to respond to any claim, complaint or dispute.

If **you** provide us with information about someone else, **you** must obtain their consent to do so.

We provide **your** information to the insurer we represent when we issue and administer the **group policy**. We are part of the Agent Zero Group and may provide **your** information to the entity that provides us with business support services.

We may also provide **your** information to the broker (if applicable) and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure they comply with the Privacy Act. Our Privacy Policy contains information about how **you** can access the information we hold about **you**, ask us to correct it, or make a privacy related complaint. **You** can obtain a copy from **our** Privacy Officer by telephone +61 (0)2 8074 5942 email [privacy@agileunderwriting.com](mailto:privacy@agileunderwriting.com) or by visiting our Website <https://support.agileunderwriting.com/hc/en-us/articles/360003829196-New-Zealand-Privacy-Statement>. By providing us with **your** personal information, **you** consent to its collection and use as outlined above and in our Privacy Policy.

For details about how we (LMAL) handle data, our privacy notice is available at <https://www.libertyspecialtymarkets.com//privacy-and-cookies>

## THIS POLICY

We agree with the **policyholder** to cover **you**, subject to the terms and conditions contained in or endorsed on this **group policy**, against **injury** directly resulting from an **accident** or personal liability directly resulting from an **occurrence** in the manner and to the extent provided during the **period of insurance**.

## YOUR DUTIES AND RESPONSIBILITIES

1) **You** must wear a helmet at all times during **your** trip.

No cover will be given under any part of the **group policy** unless **you** are wearing a helmet.

2) **You** must follow all local road rules, along with the **policyholder's** terms of service and/or the rental agreement.

No cover will be given under any part of the **group policy** if **you** breach any specific local restrictions or are in breach of the **policyholder's** terms of service and/or the rental agreement.

## WHAT YOU ARE COVERED FOR

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

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

## SECTION 1 - Weekly injury benefits

If **you** suffer an **accident** causing **injury** resulting in either **temporary total disablement** or **temporary partial disablement**, we will pay **you** a weekly injury benefit, the **sum insured** is shown in the **policy schedule** and **certificate**. To receive this benefit:

- 1) A doctor or specialist must certify the **accident** has caused the **temporary total disablement** or **temporary partial disablement**; and
- 2) **You** must suffer a loss of **income** as a direct consequence of the **temporary total disablement** or **temporary partial disablement**.

If **you** are eligible for weekly injury benefit, details about how it is calculated and the length of time **you** can claim are detailed in the **policy schedule** and **certificate**.

Conditions applicable to weekly injury benefit:

- 1) The **temporary total disablement** or **temporary partial disablement** claimed must occur within 12 months of the date of **injury**.
- 2) Any weekly injury benefit will be paid after the **excess period** has elapsed.
- 3) We will stop paying weekly injury benefit if **you** start any new **occupation** while **you** are receiving weekly injury benefit.
- 4) We will stop paying weekly injury benefit when **you** become entitled to a benefit for **permanent total disability**.
- 5) We will not pay **temporary total disablement** or **temporary partial disablement** for more than one **injury**.

- 6) Any weekly injury benefit shall be reduced by the amount of any Accident Compensation covered by the New Zealand Accident Compensation Corporation, 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 **you** are entitled to receive for disability from any other insurance policy.
- 7) Successive periods of **temporary total disablement** or **temporary partial disablement**:
  - a) Resulting from the same **injury**; and
  - b) Which are not separated by a return to active full-time employment for six months or more will be considered as one period of partial or total disablement.

Exclusions applicable to weekly injury benefit.

No benefit is payable:

- 1) For any period where **you** are receiving or are entitled to receive sick leave payments.
- 2) Which starts or recurs after the end of the **period of insurance**.
- 3) When **you** are on unpaid leave or on maternity leave.

## SECTION 2 - Death and capital benefits

If **you** suffer an **accident** causing **injury** resulting in a covered event under the table below, **we** will pay **you** the percentage benefit stated for that event. To receive this benefit a **doctor** or **specialist** must certify the **accident** has caused the event.

The maximum **sum insured** **we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Death and Capital Benefits".

Event	Percentage of maximum death and capital benefit payable
Accidental Death	100%
Disappearance	100%
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in:	
1) Both eyes	100%
2) One eye	50%
Permanent total loss of use of:	
1) Two limbs	100%
2) One limb	50%
Permanent total loss of use of:	
1) The lens in both eyes	100%
2) The lens in one eye	50%
Permanent total loss of use of:	
1) The hearing in both ears	100%
2) Hearing in one ear	50%

Permanent total loss of use of four fingers and thumb of either hand	80%
Permanent total loss of use of four fingers of either hand	60%
Permanent total loss of use of one thumb of either hand: 1) Both joints 2) One joint	30% 15%
Permanent total loss of use of fingers of either hand: 1) Three joints 2) Two joints 3) One joint	10% 8% 5%
Permanent total loss of use of toes of either foot: 1) Three joints 2) Two joints 3) One joint	10% 8% 5%
Burns: 1) Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body 2) Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50% 25%
Permanent disablement not otherwise provided for under the above mentioned events.	10%

For example, using this table, if the event claimed for was **permanent** total loss of use of four fingers and thumb of either hand, you would receive 80% of the maximum death and capital benefit payable.

A percentage as determined by the opinion of not less than three **doctors** or **specialists**, the first shall be **your** treating **doctor** or **specialist** and the other two 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 opinions.

If **you** are exposed to the elements as a result of sustaining an **injury** and suffer from any of the events within 365 consecutive days as a direct result of that exposure, **we** will treat that event as if it were caused by an **accident** for the purposes of this **group policy**.

Conditions applicable to death and capital benefits

- 1) Any payable event claimed must occur within 12 months of the date of **injury**.
- 2) Benefit shall not be payable for more than 1 of the events in respect of the same **injury**.  
If two or more events have occurred, the event with the highest benefit will be payable. For example, if **you** were to suffer permanent total loss of sight in both eyes and permanent total loss of use of four fingers of either hand in the same **accident**, **you** would receive a payment of 100% of the maximum death and capital benefit payable.

## SECTION 3 - Personal liability

**We** will cover **you** against legal liability for damages and claimant's costs and expenses in respect of:

- 1) accidental **injury** sustained by any third party; or
- 2) accidental property damage;

caused by an **occurrence** whilst you are riding a **personal mobility device**.

Following any event which is or may be the subject of cover under this section, **we** agree to cover **you** for legal costs.

For the purpose of this personal liability cover, legal costs mean costs of **your** legal representation at proceedings in any court, along with all reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent.

The maximum **we** will pay for any one **occurrence**, including legal costs, is the amount shown in the **policy schedule** and **certificate** against "Personal liability".

Conditions applicable to personal liability benefit:

- 1) **You** must provide the following information as soon as possible after any occurrence takes place:
  - a) How, when and where the **occurrence** took place;
  - b) The names and addresses of any injured persons and where possible the names and addresses of any witnesses; and
  - c) The details of any **injury** and/or property damage.
- 2) **You** must:
  - a) Forward to **us** every letter, claim, writ, summons and process immediately upon receipt;
  - b) Authorise **us** to obtain records and other information;
  - c) Co-operate with **us** in the investigation, settlement or defences of the claim or any legal proceedings; and
  - d) Assist **us** upon **our** request in the enforcement of any right against any person or organisation which may be liable to **you**.
- 3) **You** must not admit fault or liability, promise, payment or indemnity to any other person without **our** written consent which can be applied for by contacting Agile on +61 (0)2 8074 5942 or [ahclaims@agileunderwriting.com](mailto:ahclaims@agileunderwriting.com).
- 4) **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim.
- 5) **We** shall have full discretion in the handling of any proceedings.
- 6) **We** may at any time pay to **you**, in connection with any **occurrence**, the amount shown in the **policy schedule** and **certificate** against "Personal Liability", (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once such payment has been made, **we** shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Exclusions applicable to personal liability benefit:

- 1) No cover is provided for any liability directly or indirectly arising out of or in connection with death, **injury** to or loss of or damage to property owned by:
  - a) **You** or family member(s) ordinarily residing with **you**; or
  - b) **Your** employee arising out of or during the course of their employment.
- 2) No cover is provided for any liability directly or indirectly arising out of or in connection with judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within New Zealand.

- 3) No cover is provided for any liability directly or indirectly arising out of or in connection with loss of or damage to property or **injury**, arising out of **your** business, trade or professional activities or advice given by **you**.
- 4) No cover is provided for any liability directly or indirectly arising out of or in connection with loss of or damage to property or **injury**, arising out of **your** ownership, possession, or use of any mechanically propelled vehicle (excluding e-scooters, e-bikes and bicycles), aircraft, aerial device or watercraft where **you** are the owner, driver or pilot thereof or where the driver or pilot is **your** employee or agent.
- 5) No cover is provided for any liability directly or indirectly arising out of or in connection with any contract unless such liability would have arisen in the absence of that contract.
- 6) No cover is provided for any liability directly or indirectly arising out of or in connection with consequential loss of any kind.
- 7) No cover is provided for any liability directly or indirectly arising out of or in connection with any claim for exemplary, punitive or aggravated damages and/or any fines or other penalties or any legal costs and expenses in association with such fines, penalties, punitive or exemplary damages.
- 8) **Our** liability shall be reduced proportionally to the extent that any act, error or omission of the **policyholder**, as Hire Operator, caused or contributed to the loss.

## SECTION 4 - Additional Benefits

Any additional benefits that are included under this **group policy** will be shown in the **policy schedule** and **certificate** and are subject to the terms, conditions limitations and exclusion of this **group policy**.

The most **we** will pay for all claims under the additional benefits as a result of the same **accident** is the aggregate limit of liability specified in the **policy schedule** and **certificate**.

### Accommodation and transport expenses

If, **you** suffer an **accident** resulting in an **injury** and are admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from **your** normal place of residence, **we** will pay the actual and reasonable transport and/or accommodation expenses incurred by **your partner** and/or **dependants** to travel to or remain with **you**.

The maximum **sum insured** **we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Accommodation and Transport Expenses".

### Broken bones

If as a result of an **accident** **you** suffer any of the broken bones listed in the table below, and a **doctor** or **specialist** certifies this, **we** will pay **you** the corresponding percentage benefit.

The maximum **sum insured** **we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Broken Bones".

Benefit	Percentage of maximum
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	broken bones benefit
Neck or spine (full break)	100%
Neck or spine (not being a full break)	75%
Pelvis girdle (hip bone)	50%
Skull, shoulder blade	35%
Collar bone, upper leg	35%
Upper arm, kneecap, forearm, elbow	25%
Lower leg, jaw, wrist, cheek, ankle, hand, foot	15%
Ribs	15%
Fingers, thumb, toe	10%

Conditions applicable to broken bones benefit:

- 1) Benefit shall not be payable for more than one of the benefits listed in respect of the same **injury** and/or **accident**.  
If two or more of the benefits listed have occurred, the benefit with the highest benefit percentage will be payable. For example, if you broke your collar bone and your ribs in the same **accident**, we would pay you 35% of the maximum broken bones benefit, that being the highest benefit of the two events listed.
- 2) If you have been diagnosed as having osteoporosis prior to the **period of cover**, any broken bone(s) suffered will not be covered.

## Childcare

If you suffer an **accident** resulting in an **injury**, we will pay you the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Childcare".

Event	Percentage of maximum childcare benefit payable
<b>Permanent Total Disablement</b>	100%
<b>Paraplegia/Quadriplegia</b>	100%
<b>Permanent</b> and incurable paralysis of all limbs	100%
<b>Permanent</b> and incurable insanity	100%
<b>Permanent</b> total loss of sight in:	
Both eyes	100%
One (1) eye	50%
<b>Permanent</b> total loss of use of:	
Two (2) limbs	100%
One (1) limb	50%
<b>Permanent</b> total loss of use of:	

The lens in both eyes	100%
The lens in one (1) eye	50%
<b>Permanent total loss of use of:</b>	
The hearing in both ears	100%
Hearing in one (1) ear	50%

Conditions applicable to Childcare benefit:

- 1) We will only pay a benefit in respect of additional costs that would not otherwise have been incurred.

## Dental expenses

If you suffer an accident causing injury resulting in the loss of, chipping or breaking or natural teeth, and a dental practitioner certifies this, we will pay for treatment.

The maximum sum insured we will pay under this benefit is the amount shown in the policy schedule and certificate against "Dental Expenses".

## Dependent child supplement

If you suffer an accident resulting in death and are survived by a dependant, we will pay your estate a lump sum benefit.

The maximum sum insured we will pay under this benefit is the amount shown in the policy schedule and certificate against "Dependent Child Supplement".

## Education fund

If you suffer an accident resulting in an injury which results in death, we will reimburse subsequently incurred school or university fees for each surviving dependant.

The maximum sum insured we will pay under this benefit is the amount shown in the policy schedule and certificate against "Education Fund".

## Funeral expenses

If you suffer an accident resulting in death, we will reimburse any reasonable expenses incurred for burial or cremation.

The maximum sum insured we will pay under this benefit is the amount shown in the policy schedule and certificate against "Funeral Expenses".

## Modification expenses

If you suffer an accident resulting in permanent total disablement or paraplegia or quadriplegia we will reimburse you, for actual costs incurred to modify your home and/or vehicle, or costs associated with relocating to a more suitable home.



The maximum **sum insured we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against “Modification Expenses”.

Conditions applicable to modification expenses benefit:

- 1) You must provide evidence from a **doctor** or **specialist** certifying the modification and/or relocation is medically necessary and as a result of the **accident**.

## Orphaned

If **you** and **your partner** both suffer the same **accident** resulting in death and are survived by a **dependant**, **we** will pay to **your estate**, in addition to any benefit payable under Dependent Child Supplement (if applicable), a lump sum.

The maximum **sum insured we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against “Orphaned”.

## Out of pocket expenses

If **you** suffer an **accident** resulting in an **injury** which directly results in otherwise unforeseeable expenses for medical aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, **we** will pay the actual and reasonable costs incurred provided that those costs are not insured elsewhere under this **group policy**.

The maximum **sum insured we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against “Out of Pocket Expenses”.

## Reconstructive or cosmetic surgery

If, **you** suffer an **accident** resulting in an **injury** which directly results in medically necessary reconstructive or cosmetic surgery, and a benefit is being paid under the “Death and Capital Benefits” cover, **we** will pay **you** an additional 10% of the benefit amount payable under the “Death and Capital Benefits” cover in respect of that **injury**.

The maximum **sum insured we** will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against “Reconstructive or cosmetic surgery”.

Conditions applicable to Reconstructive or cosmetic surgery cover:

- 1) The “Reconstructive or cosmetic surgery” benefit will be payable only once in respect of any one **accident**.

Exclusions applicable to Reconstructive or cosmetic surgery cover:

- 1) No payment under the “Reconstructive or cosmetic surgery” benefit will be payable if the benefit being paid under the “Death and Capital Benefits” cover is for death.

## Rehabilitation expenses

If you suffer an **accident** resulting in an **injury**, we agree to pay actual rehabilitation expenses incurred, such as but not limited to gymnasium or fitness centre fees, or personal physical trainer fees, or the like, as certified necessary by your treating **doctor** or **specialist**.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Rehabilitation Expenses".

## Return to work assistance

If you suffer an **accident** resulting in an **injury**:

- 1) which results in weekly injury benefit being payable under the **group policy**; and
- 2) professional assistance is available to improve your physical condition which enables you to return to your **occupation** sooner than by not receiving the professional assistance;

we will arrange for that professional assistance.

Professional assistance may for example, be special equipment for and/or modifications to your usual workplace.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Return to Work Assistance".

## Transportation services

If you suffer an **accident** resulting in an **injury** which results in weekly injury benefit being paid, we will pay you for a chauffeur or taxi service to and from your usual place of work and your usual place of residence if you recover sufficiently to return to work but are certified by a **doctor** or **specialist** as being unable to drive a vehicle or travel on public transport.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Transportation Services".

## Tuition or advice expenses

If you suffer an **accident** resulting in an **injury**:

- 1) which results in weekly injury benefit being payable under the **group policy**; and
- 2) you are in in full time education;

we will reimburse your expenses incurred with our prior written agreement for tuition or advice by a licensed vocational school, as certified as medically necessary by your treating **doctor** or **specialist**.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Tuition or Advice Expenses".

## Cyber extension

We will provide cover and pay any of the above benefits for **injury** which is accidentally caused by or arises out of a **cyber incident**. However, we will not provide any cover under any circumstances for **injury** arising directly or indirectly from a **cyber act**. In respect of this extension:

**Cyber act means:**

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

**Cyber incident means:**

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

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

## GENERAL EXCLUSIONS

Exclusions are the events, liabilities or property we do not cover under this **group policy**. The exclusions listed here apply to all parts of this **group policy**.

- 1) Failure to wear a helmet whilst riding a **personal mobility device**, will result in no cover being provided under this **group policy**.
- 2) No cover is provided if **you** are under 16 years of age or who have attained the age of 75 years or over, unless otherwise agreed to in writing and the age limit is altered by the **policyholder's** terms of service.
- 3) No cover is provided if **you** are under the influence of intoxicating liquor and have a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **doctor** or **specialist** and taken in accordance with the **doctor's** or **specialist's** advice.
- 4) No cover is provided if **you** are engaging in or taking part in naval, military or air force service or operations.
- 5) No cover is provided for racing and/or time trials of any form.
- 6) No cover is provided for any claim or loss directly or indirectly caused by, happening through or as a result of:
  - a) Nuclear reaction, nuclear radiation, any sort of nuclear material or radioactive contamination;
  - b) Any biological or chemical contamination.
- 7) No cover is provided for any deliberate self-inflicted harm or injury, caused or committed by **you**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 8) No cover is provided for war, civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority within the **territorial limits**, or **you** taking part in a riot or civil commotion.
- 9) No cover is provided for any **pre-existing condition**.
- 10) No cover is provided for losses arising from or treatment of any epidemic disease and/or pandemic disease.
- 11) Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an act of terrorism. 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.
- 12) No cover is provided for any loss resulting from an **accident** or incident caused by riding the **personal mobility device** in breach of any specific local restrictions or in breach of the **policyholder's** terms of service and/or the rental agreement.

## GENERAL CONDITIONS AND PROVISIONS

### Duplicate benefit cover

Should a benefit be payable for death and capital benefit, weekly injury benefit, broken bones benefit and/or dental expenses benefit under this **group policy** that is also payable under any other insurance policy insured with us, only one policy can be claimed against (i.e. the policy with the greatest benefit).

### Medical examination

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

### Payments

Unless otherwise agreed, all benefits shall be paid to you, or in the case of your accidental death, to your legal personal representative.

### Precaution

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

### Providing proof

You and the policyholder should keep documents needed in case of a claim. For example, documents which substantiate your income and any medical certificates that relate to your claim.

### Sanctions clause – compliance with laws and regulations

We shall not provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of, New Zealand, Australia, the European Union, United Kingdom or United States of America.

## POLICYHOLDER CONDITIONS AND PROVISIONS

These conditions and Corporate image protection benefit apply to the **policyholder** only. These conditions and benefit do not apply to any **insured person**.

We recognise the **policyholder** may appoint an Administrator to administer certain functions of this **group policy**. However, it remains the **policyholder's** responsibility to ensure compliance with the terms and conditions set out below.

### Corporate image protection benefit

If the **insured person** suffers an **accident** resulting in an **injury**, and in our opinion is likely to result in a covered claim under the following benefits:

- 1) Accidental death; or
- 2) Permanent Total Disablement;

we will reimburse the **policyholder** for costs (other than the **policyholder's** own internal costs) incurred for the engagement of image and/or public relations consultants, and/or the release of information through the media.

Costs must be incurred directly in connection with such an **injury**, to protect and/or positively promote the **policyholder's** business and image and are subject to the **policyholder** giving us a signed undertaking that any amount paid to the **policyholder** will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

The maximum **sum insured** we will pay under this benefit is the amount shown in the **policy schedule** and **certificate** against "Corporate Image Protection".

### Retention and provision of records

The **policyholder** must establish and maintain complete records relating to all **insured persons** in connection with this **group policy**.

Upon request, the **policyholder** must provide us with copies of such records or documentation, or any other information as we may reasonably require from time to time, relating to the **insured persons**.

### Security of documents

All documents evidencing cover and any electronic method of storing and/or producing documentation must be kept secure at all times.

Upon request, the **policyholder** must promptly return, delete or destroy all unused documents, including electronic documents, relating to this **group policy** and ensure that any issuance or production of such documents stops after that.

## Claims, complaints or proceedings

If the **policyholder** is made aware by an **insured person** of a claim or complaint the **insured person** wishes to make under this **group policy**, the **policyholder** must inform the **insured person** of the arrangements established for making claims or complaints (as applicable) as soon as possible. The **policyholder** must also provide us with full details of the claim or complaint (as applicable) as soon as possible.

Where the **policyholder** is aware of any legal or regulatory proceedings or actions commenced against it or us, arising out of the operation of or in connection with this **group policy**, the **policyholder** must provide us with full details of the same as soon as possible.

## Compliance with the law and financial crime

Without prejudice to any of the rights or obligations otherwise specified in this **group policy**, the **policyholder** must comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **insured persons**, and must use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under this **group policy** comply with such laws where applicable;

The **policyholder** must not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

## Data protection

The **policyholder** must comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" includes all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

For the purposes of this condition:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

## Communication with riders

The **policyholder** must inform the **insured persons** of any changes to this **group policy**, which are relevant to the coverage provided to the **insured persons**, including cancellation or non-renewal of this **group policy**.

## Automatic or tacit renewal

The **policyholder** must not take any steps which have the effect of committing **us** to automatic or tacit renewal of any benefit provided to an **insured person** under this **group policy** unless otherwise agreed by **us** in writing in advance.

## Promotional and marketing material

The **policyholder** must agree with **us** any specific marketing or promotional material to be used in relation to this **group policy**, including on any internet website, portal or similar online system.

## Licensing

The **policyholder** must ensure that it, and Agile Underwriting Services Pty Ltd, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under this **group policy**.

## Payment of premium

The **policyholder** agrees to pay the **premium** to **us** as required within the terms of business agreement with Agile Underwriting Services Pty Ltd.

If the **premium** due under this **group policy** has not been paid to **us** within the terms of business agreement with Agile Underwriting Services Pty Ltd, **we** will have the right to cancel this **group policy** by notifying the **policyholder**. In the event of cancellation, the **premium** is due on a pro-rata basis for the period **we** were on risk. However, if **we** have to deal with any claim during that time, the full premium is owed to **us**.

It is agreed **we** will not give less than 15 days prior notice of cancellation to the **policyholder**. If the **premium** due is paid to **us** in full before the notice period expires, notice of cancellation will automatically be revoked. If not, this **group policy** will automatically terminate at the end of the notice period.

## Additions and deletions

The **policyholder** must declare monthly to **us** in writing the volume of minutes **insured persons** have been provided cover under the **group policy** during the **period of insurance**. Cover will be subject to payment of the agreed per minute rate for time on risk.

**We** reserve the right not to refund any **premium**, or only refund a portion of the **premium**, if **we** have paid a claim or intend to pay a claim under the **group policy** during the **period of insurance** with respect to an **insured person** who no longer requires cover.



## Documentation

As we are not in direct contact with, and we do not know who the fluctuating body of insured persons are, we must rely on the policyholder to ensure the insured persons receive the required policy information.

The policyholder must provide all insured persons:

- 1) With a copy/web access of the certificate and applicable Policy Wording at the commencement of the period of cover;
- 2) With information that any claim they make is subject to the terms, conditions and exclusions of the group policy;
- 3) With information that is relevant to the group policy cover contained in the policy schedule;
- 4) If the group policy is lapsed or cancelled, a note to this effect.

## CORPORATE INFORMATION

Liberty Managing Agency Limited (LMAL) is a limited liability company registered in England and Wales (company number 3003606) whose registered office is at 20 Fenchurch Street, London EC3M 3AW. LMAL is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA (reference number 204945).

LMAL underwrites insurance and reinsurance for and on behalf of Syndicate 4472 at Lloyd's.

LMAL's privacy notice is available at <https://www.libertyspecialtymarkets.com//privacy-and-cookies>

For any other information please visit [www.libertyspeciality.com](http://www.libertyspeciality.com)