# Certificate of Currency

Rider Third Party Liability

and

Personal Accident





# **General Information**

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This Certificate of Currency is issued for information purposes only and confers no rights on the recipient.

This Certificate does not extend or amend the cover provided by the Policies listed herein. Information contained in this Certificate is current as at the above Date of Issue only. The Policy may be subject to cancellation or amendment at any time.

These Policies are legal contracts between the Policyholder and the Insurer. The policyholder pays the premium, and the Insurer provides the cover the Policyholder has chosen as set out in the Policy Schedules, occurring during the period of insurance shown on the policy schedules. The Beneficiaries / Insured Persons of this Policy do not have the right to cancel the insurance contract between the Policyholder and the Insurer.

For full terms, conditions, limitations and exclusions, always refer to the Policy Wordings and Policy Schedules.

#### **Privacy Notice**

This Privacy Notice describes how the Insurer collects and uses the personal information of insureds, beneficiaries, claimants and other parties (for the purpose of this notice "you") when the Insurer is providing their insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. The Insurer may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship the Insurer has with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because the Insurer operates as part of a global business, the Insurer may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

The Insurer is committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that the Insurer has not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.



For more information about how we process your personal information, please see the Insurer's full privacy notice at: <a href="https://www.hdi.global/legal/privacy/">https://www.hdi.global/legal/privacy/</a>

## **Dispute Resolution**

Any dispute arising under these contracts of insurance or concerning its formation shall be determined in accordance with the law of the Commonwealth of Australia and the States and Territories thereof, and any disputes relating thereto shall be submitted to the jurisdiction of the courts of such State and Territory.

# **Policy and Coverage Questions**

Any claims arising or general claims enquiries for this Policy, please contact:

Liability Claims: <a href="mailto:hdiliability@au.sedgwick.com">hdiliability@au.sedgwick.com</a>

Personal Accident Claims: <a href="mailto:hdiahclaims@au.sedgwick.com">hdiahclaims@au.sedgwick.com</a>

**Phone:** +61 2 8075 0462



# **Rider Third Party Liability**

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Policy Number:	110-01817561-14012
The Insured / Policyholder:	Neuron Mobility Pty Ltd
The Insurer:	HDI Global SE – Australia (ABN 55 490 279 016)
As Beneficiaries / Insured Persons:	All authorised users of the Insured's mobile transportation platform in respect to riding a personal mobility device owned and operated by the Insured.
Period of Insurance:	25 August 2023 to 24 August 2024 (both days inclusive)
Period of Cover:	The time a Beneficiary is covered under this group policy whilst the Beneficiary is riding the policyholder's personal mobility device for the purpose of transportation.
Policy Wording:	Third Party Liability of Beneficiaries Policy, August 2023
Territory:	Australia
Age Limit:	The minimum age required by local laws or regulations to ride the Covered Device in that Territory.
Personal Mobility Device Covered:	e-Scooter and e-Bicycle

# **Scope of Cover**

The Insurer shall bear any non-contractual civil liability which the Beneficiaries may incur, in accordance with the current legislation, as a result of bodily injuries, property damage and any consequential financial losses caused to third parties by the insured activity indicated in the Policy provided this falls within the terms, provisions and exclusions of the Policy.

This Policy is not intended to meet the requirements of any national or international laws, regulations, rules or conventions concerning the compulsory insurance of motor vehicles.

The Policy will guarantee a maximum limit of indemnity for all coverages affected by the same claim of 1,000,000 Australian Dollars per claim, and 5,000,000 Australian Dollars in the annual aggregate.

The cover provided is subject to the terms, conditions and exclusions contained in the Policy. For full details of the cover provided please read the Policy.



# **Policy Summary**

#### **Key Definitions**

**ACCIDENT** shall mean a sudden event neither expected nor intended by the Beneficiary and which first occurred or commenced at an identifiable specific time during a Covered Period which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

**BENEFICIARY** or **INSURED PERSON(S)** means all authorised users of the Insured's mobile transportation platform in respect to riding a personal mobility device owned and operated by the Insured.

**BODILY INJURY** shall mean physical injury or the death of any human person. It shall not include any mental injury, shock or anguish.

**CLAIM** shall mean a written demand for monetary compensation by a third party against a Beneficiary relating to an Accident.

**COMMERCIAL USE** shall mean the use of a Covered Device for purposes relating to a Beneficiary's trade, business, craft or profession. For the avoidance of doubt, Commercial Use shall not include commuting between a Beneficiary's residence and place of work.

**COVERED DEVICE** shall mean only the covered Electric Bicycles and Electric Scooters which are owned by the Policyholder.

**COVERED PERIOD** shall mean the period of time from when a Beneficiary unlocks a Covered Device until the Beneficiary locks the Covered Device in accordance with the instructions in the Neuron Application, or otherwise completes the use of the Covered Device pursuant to the Rental Agreement, whichever is the earliest

**DAMAGES** shall mean a sum of money payable to a third party as compensation under civil law in respect of actions or suits brought in a court in any Territory (other than actions or suits brought to enforce a judgment obtained outside of the Territories). It shall not include any award made by a criminal court, punitive damages, exemplary damages, aggravated damages, fines, penalties or any award of additional damages resulting from the multiplication of compensatory damages against a Beneficiary

**DAMAGE TO PROPERTY** shall mean physical damage to, loss of or destruction of tangible property.

**DEFENCE COSTS** shall mean any and all legal costs and expenses which are reasonably and necessarily incurred with the prior written consent of the Insurer in the investigation or defence of any Claim which is covered under this Policy.

**EVIDENCE OF COVER** shall mean a document issued by the Insurer summarising the relevant terms of coverage provided under this Policy for the Beneficiaries and specifying which Covered Devices are covered



in each Territory or any another means of transmitting such information to the Beneficiaries agreed by the Insurer, including via the Policyholder's website or Neuron Application.

FINANCIAL LOSS means a pecuniary loss, cost or expense not in respect of:

- a) Bodily Injury to third parties; or
- b) Damage to Property of third parties.

**INSURED / POLICYHOLDER** means Neuron Mobility Pty Ltd.

INSURER means HDI Global SE, 'HDI Global SE, Australia'.

**APPLICATION** shall mean the mobile phone application used by a Beneficiary in order to use the Covered Device.

**ELECTRIC BICYCLE** means an electric pedal cycle, which has pedal assistance powered by an electric motor which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches the applicable maximum speed as determined by local laws.

**ELECTRIC SCOOTER** shall mean an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches the applicable maximum speed as determined by local laws.

**LIMIT OF INDEMNITY** shall mean the maximum liability of the Insurer in respect of any one Accident as set out in the Schedule.

**LOCAL POLICY(IES)** means local policies that have been issued by the **Insurer**, as required by local laws and regulations.

**POLICY** means this policy document, the Schedule and Endorsements which shall be read together as one contract and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout.

PERIOD OF INSURANCE means 25 August 2023 to 24 August 2024, both days inclusive anywhere in Australia.

**POLICYHOLDER CLAIM** shall mean a written demand for monetary compensation by a third party against the Policyholder arising directly from an Accident for which the Beneficiary would have been entitled to cover under this Policy if the third party had made a Claim regarding such Accident.

**PREMIUM TAX** means any insurance premium taxes, parafiscal taxes, withholding taxes, or any other similar taxes.

**RENTAL AGREEMENT** shall mean the contract for hire of a Covered Device entered into by a Beneficiary and an Affiliated Company.

**TERRITORIES** means the countries stated as such in the Schedule, each of which shall be a Territory.



**TERRORISM** shall mean 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **UNAUTHORISED USE** shall mean:

- a) the use of the Covered Device by anyone other than the Beneficiary who has rented it, if the Beneficiary has not consented to such use. For example, use following theft of the Covered Device or through the improper use of a Beneficiary's log-in credentials for the Neuron Application; or
- b) Commercial Use of the Covered Device.

## **Duties and Responsibilities**

**Beneficiaries** must follow all local road rules, along with the **Insured's** terms of service and/or the rental agreement. If a Beneficiary breaches any specific local restrictions or is in breach of the Insured's terms of service and/or the rental agreement, the Insurer will be entitled to be reimbursed by a Beneficiary for any amounts paid in connection with an Accident.

# **Key Exclusions**

For all applicable exclusions, please refer to the Policy Wording.

#### **Unauthorised Use**

arising out of or in connection with any Unauthorised Use.

## **Passengers**

in respect of Damage to Property of, or Bodily Injury to, passengers being carried on a Covered Device.

# **Defects**

arising out of or in connection with a Beneficiary's use of a Covered Device which is obviously defective.

#### **Beneficiary and Policyholder Property**

In respect of Damage to Property:

- a) owned or rented by a Beneficiary or the Policyholder;
- b) loaned or rented to a Beneficiary or the Policyholder; and/or
- c) in the care, custody or control of a Beneficiary or the Policyholder.

#### **Claims Conditions**

Unless required by any applicable law or regulation, no indemnity will be paid for the liability of any



Beneficiary who has not complied with the requirements of this section, which requirements shall be communicated by the Policyholder to all Beneficiaries.

## **Notification responsibilities of the Beneficiaries**

In the event of any Accident which may result in a Claim a Beneficiary shall:

- Notify the Policyholder (as outlined in the section "How to make a claim") as soon as possible according to local law or regulation
- Take reasonable precautions to prevent and inimize any financial loss which might be caused as a result of the Accident
- Provide all relevant information and documents regarding the Accident and its consequences and supply such proof, information and sworn declarations as the Policyholder (or the Insurer) may require within the time frame requested
- Provide particulars of any other insurance providing the same cover as this Policy.

#### **Fraudulent Claims**

In the event, that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary, the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim and the Insurer will be entitled to avoid or withdraw from this Policy.

## **Other Insurance**

If any liability covered under this Policy is also covered wholly or in part under any other insurance held by a Beneficiary, the Beneficiary must inform the Insurer of the existence of such other insurance when notifying a Claim. In such case, the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies.

#### **Subrogation**

If any payments are made under this Policy, the Insurer is entitled to exercise any rights of recovery held by the Beneficiary and/or the Policyholder. The Beneficiary and/or the policyholder must not do anything which reduces any such rights and must provide all such reasonable assistance as the Insurer may require in relation to such recovery. The Beneficiary shall co-operate with the Insurer and comply with all reasonable instructions from the Insurer.



#### Reimbursement

In case of a claim under this Policy, which was caused by the illegal use of a Covered Device by a Beneficiary, the Insurer will be entitled to be reimbursed by the Beneficiary for any amounts paid in connection with an Accident. An illegal use is including but not limited to:

- a breach of local traffic laws or regulations; or
- the Beneficiary was under the influence of drugs and/or alcohol.

In addition, where such Beneficiary has willfully caused any damages to the Insurer upon the occurrence of an Accident, the Insurer will also be entitled to reimbursement from a Beneficiary.



# **Personal Accident**

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Policy Number:	330-01817561-14001
The Insured / Policyholder:	Neuron Mobility Pty Ltd
The Insurer:	HDI Global SE – Australia (ABN 55 490 279 016)
As Beneficiaries / Insured Persons:	All authorised users of the Insured's mobile transportation platform in respect to riding a personal mobility device owned and operated by the Insured.
Period of Insurance:	25 August 2023 to 24 August 2024 (both days inclusive)
Period of Cover:	The time an Insured Person is covered under this Policy is whilst riding the Insured's personal mobility device in Australia for the purpose of transportation.
Policy Wording:	Neuron Mobility Group Personal Accident Policy, July 2023
Territory:	Australia
Age Limit:	The minimum age required by local laws or regulations to ride the Covered Device in that Territory
Personal Mobility Device Covered:	e-Scooter and e-Bicycle

# **Scope of Cover**

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The cover provided is subject to the terms, conditions and exclusions contained in the Policy. For full details of the cover provided please read the Policy.

In summary, a Beneficiary or Insured Person is covered against Injury directly resulting from an Accident whilst riding the Insured's personal mobility device for the purpose of transportation.



## **Personal Accident Policy Summary**

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#### **Key Definitions**

**ACCIDENT** means a sudden, unexpected and unintended specific event which occurs within the Period of Insurance at a definable time and place within Australia whilst an Insured Person is riding a personal mobility device owned and operated by the Neuron (the Insured).

ACCIDENTAL DEATH means Injury resulting in death caused by an Accident.

**ACCOMMODATION EXPENSES** means reasonable and necessary charges for accommodation which the Insurer has organised or authorised in writing prior to the commencement of the accommodation period. It does not include any charges for which an Insured Person have originally budgeted.

**BENEFIT** means the amount that the Insurer will pay to an Insured Person in the event that a specific set of circumstances are satisfied.

**BENEFIT PERIOD** means the maximum period of time for which the Insurer will continue to pay a Benefit irrespective of whether claims are made under this Policy or another policy an Insured Person holds with the Insurer, unless the Insurer has agreed to provide that cover over and above this Policy. If a Deferral Period applies to the Benefit, the Benefit Period for that Benefit begins at the end of the Deferral Period. The Benefit Period will be shown in the Policy Schedule below the relevant Benefit.

**DEFERRAL PERIOD** means the continuous period of time shown in the Policy Schedule during which no amount is payable for a Benefit. The Deferral Period begins at the point in time that the Benefit would have been payable if there was no Deferral Period. The Deferral Period is shown on the Policy Schedule below the relevant Benefit.

**EXCESS** means the amount an Insured Person must contribute towards the cost of a claim under this Policy. Where an Excess applies it will be shown in the Policy Schedule and Our payments will be paid less the Excess amount. An Excess will reduce the amount the Insurer pays to an Insured Person for a claim for any one (1) Event. Only one (1) Excess applies to each separate Event for each Benefit of the Policy per Insured Person. An Excess can either be expressed as a monetary amount or a percentage of the loss.

**EVENT** means a situation or series of situations that give rise to a claim.

**FULL-BREAK** means when the bone is completely broken through with no connections.

**ILLNESS** means a sickness or disease (including a mental illness, condition or disorder).

#### **INCOME** means:

- 1. If the Insured Person is an employee:
  - a) the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over:



- the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which We have agreed to pay a claim under this Policy) commenced; or
- ii) such shorter period that an Insured Person has been continuously employed prior to the date of disablement as certified by the Medical Practitioner.
- 2. If the Insured Person is a self-employed person (not an employee):
  - a) the Insured Person's weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income, averaged over:
    - i) the period of three hundred and sixty-five (365) consecutive days; or
    - ii) such shorter period that an Insured Person has been continuously self-employed prior to the date of disablement as certified by the Medical Practitioner.

If the Insured Person does not meet the criteria of 1 or 2 above, then the Insured Person's Income shall be deemed to be nil for the purposes of assessing any claim under this Policy.

**INJURY** means a physical bodily injury resulting from an Accident to the Insured Person; but excludes:

- 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; and
- c) any degenerative condition.

INSURED / POLICYHOLDER means Neuron Mobility Pty Ltd.

**INSURER** means Us, We, Our, HDI, HDI Global SE, 'HDI Global SE, Australia'.

PERIOD OF INSURANCE means 25 August 2023 to 24 August 2024, both days inclusive anywhere in Australia.

**POLICY** means the policy wording, current Policy Schedule, any Endorsements, Supplementary Product Disclosure Statements and any other documents that the Insurer may issue to an Insured Person and that the Insurer tells an Insured Person will form part of the Policy.

**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.

#### **TEMPORARY PARTIAL DISABLEMENT** means:

- 1. In the case of an Insured Person who is under the regular care of a Medical Practitioner and continues to be employed:
  - a) a temporary inability of the Insured Person, in the opinion of Medical Practitioner, to engage in a substantial part of their usual occupation or business duties; and
  - b) results in more than a twenty-five percent (25%) loss of the Income earned prior to the relevant Injury.
- 2. In the case of an Insured Person who is under the regular care of a Medical Practitioner who ceases to be employed:



 a) a temporary inability of the Insured Person, in the opinion of Medical Practitioner, to engage in at least twenty-five percent (25%) of the duties of any occupation for which they have suitable education, training or experience.

#### **TEMPORARY TOTAL DISABLEMENT** means:

- 1. In the case of an Insured Person who is under the regular care of a Medical Practitioner and continues to be employed:
  - a) a temporarily inability of the Insured Person, in the opinion of a Medical Practitioner, to engage in all aspects of their usual occupation; or any of their business duties.
- 2. In the case of an Insured Person who ceases to be employed:
  - a) a temporary inability of the Insured Person in the opinion of a Medical Practitioner, to engage in any occupation for which they have suitable education, training or experience.

**TOOTH or TEETH** means a sound and/or natural permanent tooth, but does not include first or milk teeth, dentures, implants, crowns, prosthetic teeth and/or dental fillings.

**TOTAL DISABLEMENT** means disablement preventing the Insured Person from engaging in the Insured Person's usual occupation or employment, or any other occupation or employment for which the Insured Person has suitable education, training, experience or skill; or if not employed, from engaging in any occupation for the remainder of the Insured Person's life.

# **Duties and Responsibilities**

Insured Persons must wear a helmet at all times during whilst riding a personal mobility device owned and operated by the Insured. No cover will be given under any part of this Policy unless the Insured Person is wearing a helmet.

Insured Persons must follow all local road rules, along with the Insured's terms of service and/or the rental agreement.

No cover will be given under any part of this Policy if an Insured Person breaches any specific local restrictions or are in breach of the Insured's terms of service and/or the rental agreement.

# **Personal Accident Key Benefit Limits**

Weekly Injury Benefit:	85% of the Insured Person's Income, up to a maximum of \$500 per week, subject to a 7 day Deferral Period and 26 week maximum Benefit Period.
Death and Capital Benefits:	Up to \$50,000
Broken Bones:	Up to \$5,000



Cosmetic and Reconstructive Surgery Benefit:	Up to \$5,000
Loss of Teeth or Dental Procedure:	Up to \$500 per tooth, to a maximum of \$10,000
Family Accommodation and Transport Expenses Benefit:	Up to \$2,000
Childcare Services Benefit:	Up to \$5,000
Home, Workplace and Vehicle Modification Benefit:	Up to \$7,500
Retraining and Rehabilitation Expenses Benefit:	Up to \$5,000
Funeral Expenses Benefit:	Up to \$7,500
Out of Pocket Expenses:	Up to \$2,500

# **Personal Accident Key Exclusions**

These General Exclusions apply to all Benefits under the Policy, unless a Benefit expressly states that a General Exclusion does not apply in relation to that Benefit or the Policy.

Please refer to the Policy Wording for all applicable exclusions.

- No cover is provided if an Insured Person is under the minimum age required by local laws or regulations to ride the Covered Device in that Territory.
- The Insurer does not provide cover if the Insured Person was not wearing a helmet whilst riding a Personal Mobility Device.
- The Insurer does not provide cover for an Insured Person who had a blood alcohol content over the
  prescribed legal driving limit whilst riding a personal mobility device.
- The Insurer does not provide cover for any Insured Person who intentionally takes an illegal drug and suffers an Injury when or as a result of the Insured Person being under the influence of an illegal drug.
- The Insurer does not provide cover for any intentional, deliberate or self-inflicted harm or Injury including, but not limited to:
  - (a) suicide or attempted suicide; and/or
  - (b) reckless misconduct; caused or committed by the Insured Person.



- The Insurer does not provide cover for any Injury, Loss or damage resulting from any criminal or illegal act caused or committed by the Insured Person.
- The Insurer does not provide cover for any form of officially organised racing or time trials.
- The Insurer does not provide cover for any Benefit where that would:
  - (a) constitute the carrying out of a 'Health Insurance Business' as defined under the Private Health Insurance Act 2007 (Cth) or any amended or successor legislation of that nature; or
  - (b) result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth) or any amended or successor legislation of that nature.
- The Insurer does not provide cover for any claim in relation to or in connection with a Pre-Existing Condition.



# How to make a Claim

Any claims arising or general claims enquiries for this Policy, please contact:

Liability Claims: <a href="mailto:hdiliability@au.sedgwick.com">hdiliability@au.sedgwick.com</a>

Personal Accident Claims: <a href="mailto:hdiahclaims@au.sedgwick.com">hdiahclaims@au.sedgwick.com</a>

**Phone:** +61 2 8075 0462

Once you have contacted Neuron, you will be provided with further detail and supplied with any necessary claim forms and/ or any information required.