Agile Syndicate 2427

Group Loss of Licence Insurance

Combined Policy Wording and Product Disclosure Statement (PDS)

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

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LLOYD'S Underwriters

withagile.com

GROUP LOSS OF LICENCE INSURANCE POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 1st July 2026

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

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SECTION A – PRODUCT DISCLOSURE STATEMENT (PDS)

1. Who Can I Contact if I Have Questions?

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

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

2. About Agile Underwriting Services and the Insurer

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

AGILE arranges policies for and on behalf of certain underwriters at Lloyd's led by Agile Syndicate 2427 (the **insurer**), managed by Asta Managing Agency Ltd.

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

Head Office:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Website:	www.withagile.com

3. About Lloyd's

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

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

4. Words With Special Meanings

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

5. Important Information About This Policy

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

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

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

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

About your policy schedule

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

Adequate sums insured

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

If **you** have chosen cover for **temporary total disability** and **you** apply for a weekly injury benefit or weekly sickness benefit **sum insured** that is less than the **insured persons income** he or she stands to lose, the **insured persons** periodic payments will be capped to the monthly **sum insured you** choose.

If **you** have chosen cover for **temporary total disability** and **you** apply for a weekly injury benefit or weekly sickness benefit **sum insured** that is more than the **insured persons income** he or she stands to lose, the **insured persons** periodic payments will be capped to the **income** that he or she actually loses.

Age limitation

The maximum age limit under this **policy** is sixty-five (65) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Australian currency

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

Check your documents

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

Commencement and period of insurance

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

Cooling off period

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

Expiry of the policy

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

General Insurance Code of Practice

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

Intermediary remuneration

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

Law and jurisdiction

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

Our agreement with the policyholder

This **policy** is a legal contract between the **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 **your premium** is deemed to be acceptance of an offer of renewal for a further yearly period.

If **you** continue to pay **your premium**, then unless **your policy** is cancelled or **we** advise **you** prior to the renewal date that **we** will be updating **your policy** or not be renewing, a **policy** on the same terms and conditions automatically comes in to existence for one (1) year from the renewal date.

Taxation implications

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

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

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

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

The policyholder's expectation

This **policy** may not match **your** specific cover requirements, (such as a particular exclusion). **You** should read both this PDS and the policy wording carefully. If **you** are unsure about any aspect of the product, then please ask **your** intermediary for assistance.

What makes up the premium

Your premium is determined by a number of risk factors and of course, the higher the risk is, the higher the **premium**. **Your premium** also includes amounts that **we** are required to pay, such as government charges, taxes or levies (e.g. Goods and Services Tax (GST) and Stamp Duty) that apply to **your policy**. **You** will find these amounts on **your policy schedule**.

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

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

6. Duty of Disclosure

What you must tell us

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

If 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.

7. Cancellation of Policy

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

When the policyholder can cancel

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

If the **policyholder**:

a) pays the **premium** by instalments and wishes to cancel; or
b) does not pay **premium** by instalments and wishes to cancel;

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

When we can cancel

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

a) breached the Duty of Disclosure;
b) breached a provision of the **policy** (requiring payment of **premium**);
c) made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force.
d) engaged in deception, fraud or Illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a

criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

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

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

8. Making a Claim

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

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

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

Do not admit fault or liability

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

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

Submitting your claim

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

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

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

Claims processing

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

Help us recover anything we have paid

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

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

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

Other insurance

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

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

We may need to contact other parties

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

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

Providing proofs

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

Subrogation

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

9. Australian Dispute Resolution

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Complaints

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

Postal address:	The Complaints Officer Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	complaints@withagile.com

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA as follows:

Telephone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, MELBOURNE, VIC, 3001
Website:	www.afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

Service of Suit

The Lloyd's underwriters participating in this Insurance agree that:

i. if a dispute arises under this insurance, this insurance will be subject to Australian law and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;

ii. service of any originating process upon the Lloyd's Underwriters may be affected upon:

Lloyd's Underwriters' General Representative in Australia

Post: PO Box R1745, Royal Exchange NSW, 1225

Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the Lloyd's underwriters' behalf until the appointment of another agent for service which is notified to the Insured;

iii. if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's underwriters participating in this insurance as if they had each been individually named as a defendant. Each Lloyd's underwriter will be entitled to run its own defence in the proceedings in accordance with several liability under the terms of the contract.

In the event of a Claim arising under this insurance, notice should be given as soon as possible to:

Postal address: The Claims Officer
Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Telephone: 1300 705 031

Email: ahclaims@withagile.com

Several liability notice

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

10. Updating The PDS

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

11. Privacy Statement

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

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

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

We may also provide **your** information to the intermediary (if applicable) and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure they comply with the Privacy Act. **Our** Privacy Policy contains information about how **you** can access the information **we** hold about **you**, ask **us** to correct it, or make a privacy related complaint. **You** can obtain a copy from

our Privacy Officer by telephone 1300 705 031 email privacy@withagile.com or by visiting **our** Website www.withagile.com. By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy.

12. How to Contact Us

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

Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
1300 705 031
ah@withagile.com

SECTION B – POLICY WORDING

Your policy

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

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

1. General Definitions

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

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

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

Actively at work means the **insured person** is:

- Currently employed; and
- Mentally and physically capable of carrying out all the normal duties for which he or she holds a licence

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

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

Civil war means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Computer system means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and

including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

Cyber act means:

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

Cyber incident means:

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

Effective date of cover means the date the:

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

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

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

Income means:

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

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

Injury includes:

1) **sickness** directly resulting from medical or surgical treatment rendered necessary by the **accident**.

Injury does not include:

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

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

Licence means a commercial pilot **licence** issued by a **licensing authority**.

Licensing authority means the regulatory authority responsible for the issue of the commercial pilot **licence**.

Loss of licence means the inability by an **insured person** to maintain a valid **medical certificate** due to bodily **injury** or **sickness**.

Medical certificate means a certificate validating the fact that the **insured person** has reached the medical standards required by the **licensing authority**.

Medical practitioner means a **medical practitioner** who holds a current registration with the respective Medical Practitioners Board / Medical Board in Australia and is a Designated Aviation Medical Officer or otherwise appointed by the **licensing authority.**

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

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

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

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

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

Permanent total disablement means disablement which entirely and continuously prevents the **insured person** from engaging in their usual occupation, for the remainder of the **insured person's** life.

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

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

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

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

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

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

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

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

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

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

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

Temporary total disablement / Temporarily totally disabled means where in the opinion of a **medical practitioner**:

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

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

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

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

We, our, us, insurer means Agile Underwriting Services Pty Ltd (AGILE) on behalf of Certain Underwriters at Lloyd's led by Agile Syndicate 2427, managed by Asta Managing Agency Ltd.

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

2. What You Are Covered For

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

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

Weekly injury benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** and become **temporarily totally disabled** resulting in the temporary **loss of licence** and a **medical practitioner** certifies this, **we** will pay **you** the corresponding weekly injury benefit shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Weekly sickness benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a **sickness** and become **temporarily totally disabled** resulting in the temporary **loss of licence** and a **medical practitioner** certifies this, **we** will pay **you** the corresponding weekly sickness benefit shown on **your policy schedule** current at the time of the **sickness**.

Conditions applicable to weekly injury and sickness benefits

1) All **insured persons** must be actively at work.
2) Once the **insured person** attains the age of sixty (60) years, cover will be in respect of **injury** only.
3) Any payable **event** claimed must occur within twelve (12) months of the date of **injury** or **sickness**.
4) Any weekly **benefit** will be paid after the **excess period** has elapsed.
5) **We** will stop paying weekly **benefits** if the **insured person** commences any new **occupation** while he or she is receiving weekly **benefits**.
6) **We** will stop paying weekly **benefits** when the **insured person** becomes entitled to a **benefit** for **permanent total disability** or **accidental death**.
7) **We** will not pay **temporary total disablement** for more than one (1) **injury** or **sickness** at any one time.
8) Any payable **benefit** shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, Statutory Compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the **insured person** is entitled to receive for disability from any other insurance policy, except where this condition would contravene Section 45 of the *Insurance Contracts Act 1984*.
9) Successive periods of total disablement:
    a) Resulting from the same **injury**; and
    b) Which are not separated by a return to active full-time employment for six (6) months or more will be considered as one (1) period of partial or total disablement.

10) **We** will not pay **temporary total disablement**:
    a) Which commences or recurs after the expiry of this **policy**, or
    b) When the **insured person** is on unpaid leave or on maternity leave
11) The **policyholder** and any **insured person** must provide **us** with written notice if the **policyholder** or any **insured person** take out any other insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the **insured persons income**.

Exclusions applicable to weekly injury and sickness benefits

1) No **benefit** is payable for any period where the **insured person** is receiving or is entitled to receive sick leave payments.
   No cover is provided for weekly sickness benefit for an **insured person** who has attained the age sixty (60) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.

Death and capital benefits

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer a **sickness** or **accident** causing **injury** resulting in a covered **event** under this section, and as a direct result **your permanent loss of licence** as certified by a **medical practitioner**, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Accidental Death	100%
Permanent Total Disablement	100%
Paraplegia/Quadriplegia	100%
Permanent and incurable paralysis of all limbs	100%
Permanent and incurable insanity	100%
Permanent total loss of sight in: a) Both eyes b) One (1) eye	 100% 50%
Permanent total loss of use of: a) Two (2) limbs b) One (1) limb	 100% 50%
Permanent total loss of use of: a) The lens in both eyes b) The lens in one (1) eye	 100% 50%

Event	Percentage of benefit payable
Permanent total loss of use of: a) The hearing in both ears b) Hearing in one (1) ear	 100% 50%
Permanent total loss of use of four (4) fingers and thumb of either hand	80%
Permanent total loss of use of four (4) fingers of either hand	60%
Permanent total loss of use of one (1) thumb of either hand: a) Both joints b) One (1) joint	 30% 15%
Permanent total loss of use of fingers of either hand: a) Three (3) joints b) Two (2) joints c) One (1) joint	 10% 8% 5%
Permanent total loss of use of toes of either foot: a) Three (3) joints b) Two (2) joints c) One (1) joint	 10% 8% 5%
Burns: a) Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body b) 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%

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

If an **insured person** is exposed to the elements as a result of sustaining an **injury** and suffers from any of the **events** within three hundred and sixty five (365) consecutive days as a direct result of that exposure, **we** will treat that **event** as if it were caused by an **injury** for the purposes of this **policy**.

Conditions applicable to death and capital benefits

1) All **insured persons** must be **actively at work**.
2) Any **benefit** payable for **permanent total disability** will be reduced by the amount of any payments already made to the **insured person** for **temporary total disability**.
3) Any payable **event** claimed must occur within twelve (12) months of the date of **injury** or **sickness**.

4) **Benefit** shall not be payable for more than one (1) of the **events** in respect of the same **injury** or **sickness**. If two (2) or more **events** have occurred, the **event** with the highest **benefit** will be payable.
5) The maximum amount payable for this **benefit** in any one **period of insurance** for any one (1) **insured person** is the amount stated in the **policy schedule** against 'Death and Capital Benefits'.

Broken bones benefit

If, during the **period of insurance** and occurring within the **scope of cover**, **you** suffer an **accident** causing **injury** resulting in a covered **event** under this section, and as a direct result either **your** temporary or **permanent loss of licence** as certified by a **medical practitioner**, **we** will pay **you** the corresponding percentage **benefit** stated for the **event**, against the amount shown on **your policy schedule** current at the time of the **accident** causing the **injury**.

Event	Percentage of benefit payable
Neck or spine (full break)	100%
Neck or spine (not being a full break)	50%
Pelvis girdle (hip bone)	25%
Skull, shoulder blade	10%
Collar bone, upper leg	10%
Upper arm, kneecap, forearm, elbow	7.5%
Lower leg, jaw, wrist, cheek, ankle, hand, foot	5%
Ribs	5%
Fingers, thumb, toe	2.5%

Conditions applicable to broken bones benefit

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

3. General Conditions and Provisions

Aggregate limit of liability

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

Additions and deletions

The **policyholder** must declare to **us** in writing of any **insured person(s)** who are required to be covered under the **policy** during the **period of insurance** within thirty (30) consecutive days from their **effective date of cover**. Cover will be subject to a pro-rata **premium** for time on risk. The **policyholder** must also declare to **us** in writing any **insured person(s)** who no longer require cover under the **policy** within thirty (30) consecutive days from their date of cessation.

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 **policy** during the **period of insurance** with respect to an **insured person** who no longer requires cover.

Cancelling your policy

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

If the **policyholder**:

a) pays the **premium** by instalments and wishes to cancel; or
b) does not pay **premium** by instalments and wishes to cancel;

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

When we can cancel

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

a) breached the Duty of Disclosure;
b) breached a provision of the **policy** (requiring payment of **premium**);
c) made a fraudulent claim under any **policy** of insurance. If **we** cancel, **we** will refund the **premium** for the **policy** less an amount to cover the period for which cover was in force.
d) engaged in deception, fraud or Illegal use, in which case **we** may be entitled to avoid this **policy** or withdraw from it in the event of intentional misrepresentation or deception, as well as in the event that the equipment is wholly or partly used in the course of, or to facilitate a

criminal activity. If a fraudulent claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

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

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

Cyber clause

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

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 that the **insured persons** receive the required **policy** information.

The **policyholder** must provide all **insured persons**:

1) with a copy of the PDS at the commencement of the **period of insurance**;
2) with information that any claim they make is subject to the terms, conditions and exclusions of the **policy**;
3) with information that is relevant to the **policy** cover contained in the **policy schedule**;
4) if the **policy** is lapsed or cancelled, a note to this effect.

Due diligence

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

Duplicate benefit cover

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

Health insurance

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

Law and jurisdiction

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

Medical examination

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

Other insurance

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

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

Payments

Unless otherwise agreed, all **benefits** shall be paid to the **insured person**, or in the case of the **insured persons** death, to the **insured persons** legal personal representative.

Precaution

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

Providing proofs

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

Sanctions Clause — compliance with laws and regulations

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

Subrogation

If **we** make any payment under this **policy**, then to the extent of that payment, **we** may exercise any rights of recovery held by **you** or the **policyholder**. **You** and the **policyholder** must not do

anything which reduces any such rights and must provide reasonable assistance to **us** in pursuing any such rights.

Taxation implications

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

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

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

Any claim paid in respect of weekly injury benefits or weekly sickness 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 Australian Taxation Office on behalf of the **policyholder** or **insured person**. Where required, **we** will provide the **policyholder** or **insured person** a summary of the amounts withheld at the end of each financial year.

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

4. General Exclusions

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

1) No cover is provided for an **insured person** who has attained the age sixty-five (65) years inclusive, unless **we** have agreed to extend the insurance by prior notice and agreement.
2) No cover is provided for any **benefit** payment that would constitute the carrying out of a "Health Insurance Business" as defined under the *Private Health Insurance Act 2007* (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the *Health Insurance Act 1973* (Cth) or the *National Health Act 1953* (Cth).
3) No cover is provided for an **insured person** being under the influence of intoxicating liquor and having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **medical practitioner** and taken in accordance with the **medical practitioner** advice.
4) No cover is provided for an **insured person** who has committed a criminal or illegal act.
5) No cover is provided for an **insured person** engaging in or taking part in naval, military or air force service or operations.
6) No cover is provided for an **insured person** engaging in or taking part in or training for **professional sports** of any kind.
7) No cover is provided for racing and/or time trials of any form, other than on foot.

8) No cover is provided for the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
9) No cover is provided for any deliberate self-inflicted harm or **injury**, caused or committed by the **insured person**, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
10) No cover is provided for sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
11) No cover is provided for **war**, **civil war**, rebellion, revolution, insurrection or military or usurped power in or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority in the **policyholder's** or **insured persons** Country of Domicile or Country of Expatriation, or the **insured person** taking part in a riot or civil commotion or **terrorism**.
12) No cover is provided or deemed to be provided, and **we** shall not be liable to pay any claim or provide any **benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.
13) No cover is provided for **events** attributable wholly or partly to childbirth or pregnancy or the complications of these.
14) No cover is provided for any **pre-existing condition**.
15) No cover is provided for an **insured person** playing or training for any code of football with a registered club or the **insured person** being a registered player.
16) No cover is provided for losses arising from **nuclear, biological or chemical terrorism**.
17) Results from (regardless of any other contributory cause(s)) any claim(s) in any way caused or contributed to by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **we** conclude that by reason of this exclusion any claim is not covered by this **policy** the burden of proving the contrary shall be upon **you** and/or the **insured person**.