

Riders

Personal Accident and Personal Liability Certificate of Currency



**Accident
& Health**

Powered by  **AGILE.**

Coverholder at **LLOYDS**

RIDERS PERSONAL ACCIDENT AND PERSONAL LIABILITY CERTIFICATE OF CURRENCY

This Certificate is not a contract of insurance. It outlines your cover under this group policy. For more information please read the corresponding combined PDS and Policy Wording.

Agile Underwriting Service Pty Ltd is authorised to enter into contracts of insurance on behalf of Certain Underwriters at Lloyd's under Agreement Number and UMR: B117722070399979X

POLICY NUMBER:	JO4B0000322H
POLICYHOLDER:	Bird Rides Australia Pty Ltd
INSURED PERSON(S):	All authorised users of the policyholder's mobile transportation platform in respect to riding a personal mobility device owned and operated by the policyholder
PERIOD OF INSURANCE: (both dates inclusive)	From: 13/08/2022 To: 12/08/2023
PERIOD OF COVER:	The time an insured person is covered under this group policy whilst riding the policyholder's personal mobility device for the purpose of transportation.
TERRITORIAL LIMITS:	Australia
AGE LIMIT:	Between the ages of 16 and 75 years inclusive (unless we have agreed to extend by prior notice and agreement and are altered by the policyholder's terms of service).
PERSONAL MOBILITY DEVICE COVERED:	e-scooters and e-bicycles

INSURER: Liberty Managing Agency Limited for and on behalf of the Lloyd's underwriting members of Lloyd's syndicate 4472 trading as Liberty Specialty Markets.

POLICY WORDING: Group Riders Personal Accident and Personal Liability Insurance combined PDS and Policy Wording v.111.08.22

WHO CAN I CONTACT IF I HAVE QUESTIONS?

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

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:	1300 705 031
Website:	www.agileunderwriting.com

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.

IMPORTANT DEFINITIONS

Where the following appear in bold within this document, they will have the following meanings. Please refer to the Policy Wording for all applicable definitions.

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

Certificate means this 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.

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 this **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:

- **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
- 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:

- 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;
- An aggravation of a pre-existing injury;

- Any pre-existing condition; or
- 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.

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.

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 this **certificate**.

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**.

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**.

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**:

- 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
- 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**:

- 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

- 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 Australia.

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**.

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.

COVER

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

In summary, **you** are covered 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**.

BENEFIT	SUM INSURED
WEEKLY INJURY BENEFIT:	<p>Temporary Total Disablement - \$500 or to a maximum 85% of average gross weekly income, whichever is the lesser</p> <p>Temporary Partial Disablement - \$500 or to a maximum 40% of average gross weekly income, whichever is the lesser</p>
BENEFIT PERIOD:	Maximum 26 weeks

EXCESS PERIOD:	7 days - Temporary Total Disablement 7 days - Temporary Partial Disablement
DEATH AND CAPITAL BENEFITS:	\$50,000
PERSONAL LIABILITY:	\$1,000,000 (injury (including death) of any person or loss of or damage to tangible property of any person)
ADDITIONAL BENEFITS SECTION	Aggregate Limit of Liability for all Additional Benefits: \$30,000
ACCOMMODATION AND TRANSPORT EXPENSES:	Not Insured
BROKEN BONES:	Up to a maximum \$1,000
CHILDCARE:	Not Insured
DENTAL EXPENSES:	\$250 per tooth to a maximum \$1,000 anyone occurrence
DEPENDENT CHILD SUPPLEMENT:	\$5,000 per child to a maximum \$15,000 any one family
EDUCATION FUND:	Not Insured
FUNERAL EXPENSES:	Up to a maximum \$5,000
MODIFICATION EXPENSES:	Up to a maximum \$5,000
ORPHANED:	Not Insured
OUT OF POCKET EXPENSES:	Up to a maximum \$2,500
RECONSTRUCTIVE OR COSMETIC SURGERY:	Not Insured
REHABILITATION EXPENSES:	Up to a maximum \$5,000

RETURN TO WORK ASSISTANCE:	Not Insured
TRANSPORTATION SERVICES:	Not Insured
TUITION OR ADVICE EXPENSES:	Not Insured

ENDORSEMENT(S)

Pandemic means any disease which is notifiable to the government or a local authority under any law, order, act or statute and/or is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

IMPORTANT EXCLUSIONS

Please refer to the Policy Wording for all applicable exclusions.

- Failure to wear a helmet whilst riding a **personal mobility device**, will result in no cover being provided under this **group policy**.
- 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.
- 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.
- 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.
- No cover is provided for any **pre-existing condition**.
- No cover is provided for any loss resulting from an **accident** or **occurrence** 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.
- No cover is provided for losses arising from or treatment of any epidemic disease and/or pandemic disease.

IMPORTANT INFORMATION

This document contains important information and has been prepared to assist **you** in understanding the cover. This cover is paid for by the **policyholder** then provided to **you** free of charge.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

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.

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

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 Australia. Any dispute relating to the **group policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **group policy** was issued, or if in relation to an **accident**, the State or Territory of Australia in which the accident occurred.

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.

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 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.

Cancellation

This **group policy** may be cancelled by the **policyholder** or by **us**.

We will withdraw **your** cover by giving **you** written notice to the address registered with the **policyholder** and including where **you** have:

- 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 **you** as an individual and not the entire group if the above was perpetrated by **you** individually and not the **policyholder**.

For full cancellation rights for the **policyholder** please see the policy wording.

HOW TO MAKE A CLAIM

Please contact Agile (see page 3) 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.

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. If there is another insurance policy in place, you and/or the policyholder must claim under that policy first. If you receive the full benefit from a claim under one insurance policy, 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 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 1300 705 031 or 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 2001

Telephone: 1300 705 031
Email: 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.

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

Postal address: Lloyd's Australia Limited
Suite 1603 Level 16,
1 Macquarie Place, Sydney NSW 2000

Telephone: (02) 8298 0783
Email: ldraustralia@lloyds.com

A final decision will be provided within 30 calendar days of the date on which the complaint was first made.

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

AFCA can be contacted as follows:

Postal address: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

The complaint must be referred to AFCA within 2 years of the final decision. If the complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

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

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on **our** behalf;

In the event of a claim arising under this insurance IMMEDIATE NOTICE should be given to:

Agile Underwriting Services Pty Ltd
Postal Address: Level 5, 63 York St, Sydney, NSW, 2000 AUSTRALIA
Telephone: 1300 705 031
Email: ahclaims@agileunderwriting.com

PAYMENT OF CLAIMS

All payments by the **policyholder** to **us** and **us** to **you** or someone else under the **group policy** must be in Australian currency.

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

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 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 we believe will be of interest to **you**. If **you** do not provide us with full information, we may not be able to provide **you** or **your** organisation 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 **your** broker and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure that they comply with the Privacy Act. Our Privacy Policy contains information about how **you** can access the information we hold about **you**, ask us to correct it, or make a privacy related complaint. **You** can obtain a copy from our Privacy Officer by telephone 1300 705 031 email privacy@agileunderwriting.com or by visiting our website www.agileunderwriting.com. By providing us with **your** personal information, **you** consent to its collection and use as outlined above and in our Privacy Policy.

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

INSURER 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.

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

For any other information please visit www.libertyspecialitymarkets.com
