Class of Policy:	Sports Personal Accident Insurance
The Insured:	Bicycle Network Inc

#### Sports Personal Accident Insurance

Insurer:	Certain Underwriters at Lloyd's of London		
Policy Number:	ATCSI-162435		
Issued by:	ATC Insurance Solutions Pty. Ltd. as agent for	or the Insurer	
Insured:	Bicycle Network Inc		
Policy Period:	From:         30 Jun 2024           To:         30 Jun 2025           4:00pm local standard time		
Policy Wording:	Sports Personal Accident Insurance PDS Policy Wording v1.5		
Business Description:	<ul> <li>Principally non-profit cycling organisation, specifically:</li> <li>Cycling event manager</li> <li>Promoters of cycling</li> <li>Riders of bicycles worldwide</li> </ul>		
Address/Situation:	4/246 Bourke Street MELBOURNE VIC 3000		
Number of Participants:	25441		
Aggregate Limits:	Any One Accident\$2,500,000Any One Scheduled Flight\$0Any Other Flight\$0		
Maximum Accumulation Limit:	\$2,500,000		
Policy Territory:	Australia		

## Scope of Cover

Category A

Cover under this Policy applies for twenty four (24) hours per day whilst the Covered Person is engaged in the following activities:

(a) Whilst riding their bicycle/push scooter/e-scooter and/or participating in paid events organised by the Insured; or (b) Whilst travelling directly to or from or between a competition, game, performance, social function, training session or administrative activity arranged by the Insured and the Covered Person's normal place of residence or place of employment; or

(c) Whilst travelling intrastate, interstate and overseas as sanctioned by the Insured, provided such travel involves an overnight stay, or

(d) Whilst engaged in unpaid voluntary work performed on behalf of the Insured.

Whilst on travel described in (c) above which is duly sanctioned by the Insured, cover shall commence from the time a

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Class of Policy:	Sports Personal Accident Insurance	Quote ID:	193817
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Covered Person leaves their normal place of residence or place of business, whichever is left last and continue on a fulltime twenty four (24) hour basis until the Covered Person returns to their normal place of residence or place of business, whichever occurs first.

## Category B

Cover under this Policy applies for twenty four (24) hours per day whilst the Covered Person is riding their bicycle for remuneration or financial reward.

## Category C

Cover under the Policy applies for twenty four (24) hours per day while on the business of the Insured, including transit to and from the Covered Persons normal business address.

### Category D

Cover under this Policy applies for twenty four (24) hours per day whilst the Covered Person is participating in cycling events.

Class of Policy:	Sports Personal Accident Insurance
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# Schedule of Benefits

#### **Category A**

Covered Persons: Registered members and registered volunteers of the Insured.

Section A: Death	\$50,000
Section B: Capital Benefits	\$100,000
Section C: Permanent Total Disablement from Sickness	Not Applicable
Section D: Loss of Income	85% of income up to \$1,000 per week
Waiting Period	14 days
Benefit Period	52 weeks

## **Category B**

Covered Persons: Registered members of the Insured

Section A: Death	\$50,000
Section B: Capital Benefits	\$50,000
Section C: Permanent Total Disablement from Sickness	Not Applicable
Section D: Loss of Income	Not Applicable
Waiting Period	Not Applicable
Benefit Period	Not Applicable

## Category C

Covered Persons: Any directors, executive officers, committee members or office holders of the Insured.

Section A: Death	\$50,000
Section B: Capital Benefits	\$100,000
Section C: Permanent Total Disablement from Sickness	Not Applicable
Section D: Loss of Income	85% of income up to \$1,000 per week
Waiting Period	14 days
Benefit Period	52 weeks

### Category D

Covered Persons: All Players, coaches, managers, referees, team workers, trainers, officials and other personnel who are actively engaged in and appropriately registered for the purpose of participating in cycling.

Section A: Death	\$50,000
Section B: Capital Benefits	\$100,000
Section C: Permanent Total Disablement from Sickness	Not Applicable
Section D: Loss of Income	85% of income up to \$1,000 per week
Waiting Period	14 days
Benefit Period	52 weeks

## Additional Benefits:

## 1. Non-Medicare Medical Expenses

a)	Percentage of expenses paid	85%
b)	Maximum sum insured	\$10,000

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	s of Policy: Insured:	Sports Personal Accident Insurance Bicycle Network Inc	Quote ID:	193817	
c)	Excess (eac	h and every claim)	\$50		
d)		iod (number of weeks)	up to a maximum of 52 weeks		
-					
2.	Student All				
a)	Weekly ber		\$200 per week		
b)	-	riod (consecutive days)	0 Days		
c)	Benefit Per	iod (number of weeks)	52 weeks		
3.	Parents Inc	onvenience Allowance			
a)	Daily benef		\$28.50 up to \$5000		
b)	-	riod (consecutive days)	7 Days		
c)		h and every claim)	NIL		
C)			IVIL		
4.	Hospitalisa	tion Benefit			
a)		weekly benefit	Up to \$500 per week		
b)		riod (consecutive days)	2 Days		
c)		iod (number of weeks)	Not Applicable		
F	Como Bono	fit (in addition to Additional Benefit 4)			
5.			Up to CCO0 por wook		
a)		weekly benefit	Up to \$500 per week		
b)	waiting Per	riod (consecutive days)	2 Days		
6.	Home Mod	lification and Relocation Assistance	\$10,000		
7.	Rehabilitat	ion Expenses	\$10,000		
8.	Retraining	Expenses	\$10,000		
9.	Membersh	ip Fees Benefit	\$3,000		
10.	Funeral Exp	penses	\$5,000		
11.	Domestic D	Outies Assistance			
a)	Weekly ber		\$200 per week, maximum \$5,000	per event	
b)		riod (consecutive days)	0 Days		
c)	-	iod (number of weeks)	52 weeks		
0,	Benefiti ef				
12	Personal Pr	roperty Expenses	Not Insured		
13	Disappeara	ince	Yes		
14	Exposure		Yes		

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**Age Limits** 0 - 101

**Premium Due Date** 45 days after the start of the Policy Period

Memoranda

#### Memorandum 1 – Additional Sections

It is hereby agreed and understood that the following sections are added to this Policy:

#### Section E: Accidental Dental Benefit Payable: \$250

In order for a claim to be considered under Section E, the Insured Event must have occurred:

- -solely as a result of an Accident within the Scope of Cover, and
- -within 24 months of the date of Bodily Injury, provided the Covered Person has notified Us of the potential future dental procedure within twelve (12) months from the date of the Bodily Injury and a Dentist has certified future treatment is likely to be necessary, and
- -as a result of an Accident during the Policy Period and whilst the claimant is a Covered Person.

The following scale applies in respect of this benefit:

Insured Event	Benefit
Bodily Injury resulting in the following:	
31 Loss of teeth or full capping or teeth, per tooth	100%
32. Partial capping of teeth, per tooth	50%

The maximum amount payable for any one Bodily Injury resulting more than one Insured Event listed above being payable is \$2,000.

A tooth does not include dentures, implants or dental fillings.

No cover is provided for the general maintenance of dental health.

### Section F: Bodily Injury Resulting In Surgery outside of Australia Benefit Payable: \$20,000

In order for a claim to be considered under section F, the Insured Event must have occurred:

solely as a result of an Accident within the Scope of Cover and which results in a Bodily Injury during the Policy Period while the claimant is a Covered Person; and

-outside of Australia which results in surgery being required within 12 months from the date of the Accident.

The following scale applies in respect of this benefit:

Insured Event	Benefit (The percentage of the amount shown above for the Benefit Payable)
33. Craniotomy	100%
34. Amputation of a Limb	100%

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35. Fracture of a Limb requiring open reduction	50%
36. Dislocation requiring open reduction	25%
37. Any other surgical procedure carried out under a general	5%
anaesthetic	

## Section G: Sickness Resulting In Surgery outside of Australia Benefit Payable: \$20,000

In order for a claim to be considered under section G, the Insured Event must have occurred:

-within the Scope of Cover and during the Policy Period while the claimant is a Covered Person; and

-outside of Australia which results in surgery being required within 12 months from the date of the Covered Person first sought treatment for or advice in relation to the Sickness from a Medical Practitioner or Dentist.

The following scale applies in respect of this benefit:

Insured Event	Benefits
	The percentage of the amount shown above for the Benefit
	Payable
38. Open heart surgical procedure	100%
39. Brain surgery	100%
40. Abdominal surgery carried out under general anaesthetic	50%
41. Any other surgical procedure carried out under a general	15%
anaesthetic	

### Memorandum 2 – Additional General Definitions

It is hereby noted and agreed that the following General Definitions are added to this Policy;

**BAGGAGE** means personal property, including personal electronic equipment, belonging to the Covered Person or for which a Covered Person is legally responsible, taken on the Trip or acquired during the Trip.

# **CLOSE BUSINESS ASSOCIATE** means:

1. a fellow Employee of the Covered Person whose duties and responsibilities directly affect the Covered Person's work who is under seventy-five (75) years of age; or

2. a business associate, who is not a fellow Employee, where the business relationship with the Covered Person necessitates the immediate return of the Covered Person but does not include any travelling companion who is under seventy-five (75) years of age.

**CLOSE RELATIVE** means parent, Spouse/ Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

# **COUNTRY OF RESIDENCE** means the country:

a) of which the Covered Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or

b) in which the Covered Person is residing on an overseas expatriate assignment.

**DENTIST** means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

a) the Insured; or

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b) the Covered Person; orc) a Close Relative of the Covered Person; ord) an Employee of the Insured.

**EMPLOYEE** means any person in the Insured's service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Insured's behalf.

HIJACK means the unlawful seizure or wrongful exercising of control of a common carrier conveyance.

**IMMEDIATE FAMILY** means the Covered Person's Spouse or Partner, fiancé, child, step-child, parent of step-parent.

**TRAVEL DOCUMENTS** means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the Covered Person.

**TRAVEL OR ACCOMODATION EXPENSES** means any amount that the Covered Person has paid or are liable to pay by reason of contract, for the supply of transportation of any type or accommodation.

**JOURNEY** means a Trip involving travel exceeding a radius of one hundred (100) km from the Covered Persons normal place of residence or business premises, undertaken and authorised by the Insured, and shall start from the time of leaving home or normal place of business (whichever is left last) and continue until arrival back at home or normal place of business (whichever is reached first).

**OVERSEAS MEDICAL EXPENSES** means emergency medical expenses incurred outside the Covered Persons Country of Residence (and Australia), given or prescribed by a Medical Practitioner or Dentist and which is not recoverable from any other source and cover the cost of:

a) hospital accommodation and theatre fees;

b) orthotics, splints and prosthesis;

c) treatment given by a Medical Practitioner or Dentist; and

d) if given on the advice of a Medical Practitioner, treatment given by a chiropractor; masseur; naturopath, osteopath or physiotherapist.

**REPATRIATION EXPENSES** means additional travel and accommodation costs incurred for the return of a Covered Person to Australia on the written advice of a Medical Practitioner and which is not recoverable from any other source.

**TRIP** means an event managed by the Insured whereby a registration payment is required from the participant and the participant is a member of the Insured at the time of registration payment.

**TRAVEL DOCUMENTS** means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the Covered Person.

**WORK EXPERIENCE** means work undertaken with the Insured for a defined temporary period, either voluntarily or for a stipend, by a person who is not an Employee of the Insured, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

### Memorandum 3 - Aggregate Deductible

It is hereby noted and agreed that an annual aggregate deductible of \$500,000 shall be borne by the Insured in the event of a claim or series of claims covered by this insurance prior to any claim being payable by Us. In the event that the annual aggregate deductible is exhausted, We will be liable for full indemnity for future claims on the basis that they are acceptable to Us.

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## Memorandum 4 - Amended Capital Benefits Schedule

It is hereby agreed and understood that the following benefits are payable in respect Section B: capital benefits, and not as stated in the Policy:

#### **Insured Event**

Insured Event	
Bodily Injury resulting in:	Benefits
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of 1 eye	100%
6. Loss of use of 1 or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Loss of	
a) hearing in both ears	100%
b) the lens in both eyes	100%
9. Permanent Loss of	
a) hearing in 1 ear	30%
b) the lens in 1 eye	60%
10. Permanent Loss of use of 4 Fingers and Thumb of either Hand	80%
11. Burns:	
a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire	50%
external body	
b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire	25%
external body	
12. Permanent Loss of use of 4 Fingers of either Hand	50%
13. Permanent Loss of use of 1 Thumb of either Hand:	
a) both joints	40%
b) 1 joint	20%
14. Permanent Loss of use of Fingers of either Hand:	
a) 3 joints	15%
b) 2 joints	10%
c) 1 joint	5%
15. Permanent Loss of use of Toes of either Foot:	
a) all - (1) Foot	15%
b) great - both joints	5%
c) great - 1 joint	3%
d) other than great - each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but	1% to a maximum
excluding first teeth and dentures	of \$10,000 in total.
19. Permanent Partial Disablement not otherwise provided for under Events 2 to 18 inclusive.	Up to 75%
	0 10 / 5/0

(a) Any Permanent Partial Disablement will be assessed by Us by considering the severity of the disablement in conjunction with the amounts payable for Insured Events 2 to 19. At Our absolute discretion, We will determine the amount payable.
 (b) The maximum an available and an insured Events 2 to 19. At Our absolute discretion, We will determine the amount payable.

(b) The maximum amount payable under Insured Event 19 will be 75% of the amount shown in the Schedule.

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- (c) The Covered Person's occupation will not be taken into consideration when assessing the amount payable under Insured Event 19.
- (d) If more than one Insured Event is payable under section B resulting from the same Accident, the maximum amount payable will be 100% of the amount shown for Section B in the Schedule.

Further, Claim Condition 2.4 is amended to read as follows and not as stated in the Policy:

2.4In the event of a claim being made under Insured Events 2 or 19, where We are not certain that the claim is payable, the claim will be subject to the approval of two independent medical referees – one appointed by You and one appointed by Us. If the referees are unable to agree between themselves whether You do or do not fall under the cover provided by Insured Events 2 or 19, a third independent referee will be appointed by them and their decision shall be final and binding on all parties.

Further, the following definition is amended to read as follows and not as stated in the Policy:

PERMANENT PARTIAL DISABLEMENT means any Permanent disability which is not otherwise defined under Insured Events 2 -19.

## Memorandum 5 – Amended Additional Benefits

It is hereby noted and agreed that the following Additional Benefits are removed from the Policy and replaced with the following:

## 5.6 Home modification and relocation assistance

In the event of the payment of a claim for Bodily Injury under Insured Events 2 or 3, We will assist the Covered Person in arranging for special equipment for, or modifications to, the Covered Person's normal place of residence or motor vehicle up to the benefit stated in the Schedule. Alternatively, We will pay up to the benefit stated in the Schedule for the relocation of a Covered Person to a more suitable residence.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner. Assistance will not be available if it can be received from any other source.

# 5.11 Domestic Duties assistance

In the event of a Covered Person suffering a Bodily Injury which results in a Medical Practitioner certifying them as unable to carry out Domestic Duties, We will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Bodily Injury up to the amount stated in the Schedule.

If the Domestic Duties are carried out by the Covered Person's Spouse/Partner, who is employed and is required to take time off work to complete such Domestic Duties, We will reimburse any loss of earnings up to the amount stated in the Schedule provided that:

a) A Medical Practitioner continues to certify that the Covered Person cannot carry out the Domestic Duties; and

b) We are provided with proof of absence from work in order to carry out Domestic Duties; and

c) All available sick leave, annual leave and/or compassionate leave has been exhausted.

We will not pay any expenses under this additional benefit incurred during the Waiting Period or after the Benefit period stated in the Schedule.

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#### Memorandum 6 – Additional Benefits

It is hereby noted and agreed that the following Additional Benefits are added to this Policy:

#### 5.15 Replacement Staff/Recruitment Costs

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury and this is likely to result in a valid claim under the Policy with respect to either:

a) Insured Event 1 - Death; orb) Insured Event 2 - Permanent Total Disablement,

We will pay the reasonable costs incurred by the Insured for recruitment of replacement employees up to \$5,000 per employee.

The recruitment process must commence within sixty (60) days of the Insured Event and be for recruiting the Covered Persons role for the continuation of the Insured's business.

#### 5.16 Visitors Benefit

If during the Policy Period a third party visits the Insured's premises in a business capacity and sustains a Bodily Injury which would, had the visitor been a Covered Person, result in a benefit being paid under Event 1 or Event 2, We agree to pay the visitor, or their estate in the happening of Insured Event 1, \$10,000.

#### 5.17 Corporate Image Protection

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury, and this is likely to result in a valid claim under the Policy with respect to either:

a) Insured Event 1 - Death; orb) Insured Event 2 - Permanent Total Disablement,

We will reimburse the Insured up to \$20,000 for reasonable costs (other than the Insured's own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred as a result of such a Bodily Injury, to protect and/or positively promote the Insured's business and image. The maximum benefit payable for any one Insured Event is \$20,000.

#### 5.18 Independent Financial Advice

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury for which benefits are payable under Insured Events 1-8 We will, in addition to payment of the benefit, and at the request of the Insured, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Insured Events 1-8.

However such advice must be provided by an independent financial advisor who is not a Close Relative of the Covered Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

The maximum benefit payable for any one Insured Event is \$5,000.

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#### 5.19 Partner Retraining Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers Insured Event 1, 2 or 3, We will pay, at the Insured's request, up to \$10,000.

This amount will be used towards the actual costs incurred for the training or retraining of the Covered Person's Spouse/Partner:

a) for the purpose of obtaining gainful employment; or

b) to improve their employment prospects; or

c) to enable them to improve the quality of care they can provide to the Covered Person.

#### Provided always that:

a) the training is provided by a registered training organisation (or similar entity) with qualified skills to provide such training; and

b) all such expenses are incurred within twenty-four (24) months from the date the Covered Person suffered the Bodily Injury for which the claim depends, unless otherwise agreed by Us.

#### 5.20 Dependant Child Supplement

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury resulting in their Accidental death Insured Event 1 and is survived by a Dependant, We will pay the Covered Person's estate \$10,000 for each surviving Dependant.

This is subject to a maximum benefit with respect to any one family of \$30,000.

### 5.21 Orphaned Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person and their Spouse/Partner both suffer an Accidental death as a result of the same Accident and they are survived by a Dependant, We will pay to the Covered Person's estate, in addition to any benefit payable under Dependant Child Supplement, a lump sum benefit for each surviving Dependant of \$10,000.

This is subject to a maximum benefit amount in respect of any one family of \$30,000.

### 5.22 Chauffeur Services

If during the Policy Period and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury, We will pay the Covered Person up to \$5,000 for a chauffeur, commercial ride-share service or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but is certified by a Medical Practitioner as being unable to drive a vehicle or travel on public transport.

### 5.23 Premature Birth/Miscarriage Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, We will pay the Covered Person \$5,000.

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#### 5.24 Accommodation and Transport Expenses

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the Covered Person's normal place of residence, we will pay the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/or Dependants to travel to or remain with the Covered Person, up to \$1,000.

#### 5.25 Education Fund Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury resulting in their Accidental death We will reimburse subsequently incurred school or university fees up to \$5,000 for each surviving Dependant. The maximum amount per family of the Covered Person is \$5,000.

#### 5.26 Out of Pocket Expenses

If during the Policy Period and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable additional expenses, We will pay the actual and reasonable costs incurred up to \$500 per week up to a maximum of \$5,000, for costs necessarily incurred within 12 months from the date of the Bodily Injury which arise from a Bodily Injury covered by this Policy provided that those costs are not insured elsewhere under this Policy, are medical expenses, or an expense to which Special Provision 6.11 applies.

If the Covered Person to required temporarily reside away from their normal place of residence due to recuperation from the Bodily Injury or whilst their normal place of residence is undergoing modification, the sum insured for Out of Pocket Expenses is increased to \$1,000 per week, up to a maximum of \$5,000.

#### 5.27 Childcare Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury for which a benefit is paid under Insured Events 2 to 8, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to \$5,000, but only in respect of additional costs that would not otherwise have been incurred.

#### 5.28 Work Experience Benefit

If a person is undertaking authorised Work Experience with the Insured and, whilst performing occupational duties on behalf of the Insured sustains a Bodily Injury which, had the person been a Covered Person, would have resulted in a benefit being paid under Insured Events 1 to 8. We will pay the person suffering the Bodily Injury, or their legal representative (or if none, the Covered Person's next of kin) in the event of Insured Event 1 – death, \$5,000.

#### 5.29 Workplace Assault Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury as a result of an assault, occurring either whilst at the premises of the Insured or whilst at the usual place of employment with the Insured if this is not on the Insured's premises, unless there is reasonable evidence to suggest the Covered Person provoked the assault, We will pay the Covered Person \$5,000.

#### 5.30 Workplace Trauma Benefit

If during the Policy Period and whilst the person is a Covered Person, the Covered Person witnesses a violent criminal act whilst

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at the premises of the Insured and does not sustain a Bodily Injury, We will pay the Insured or Covered Person \$5,000. <u>5.31 Overseas Medical/Repatriation Expenses</u>

If during the Policy Period a registered member of the Insured is travelling outside of Australia and suffers a Bodily Injury whilst riding their bicycle/push scooter/e-scooter which results in Overseas Medical Expenses and/or Repatriation Costs, We will reimburse the Covered Person up to \$50,000.

We will not pay benefits with respect to any loss, damage, liability, event, Bodily Injury or Sickness directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof or any related strain) and/or its outbreak.

### 5.32 Counselling Support

If during the Policy Period and whilst the person is a Covered Person, the Covered Person:

a) witnesses a crash or collision resulting in the death of a cyclist; orb) suffers a Bodily Injury resulting in a claim for Insured Events 1-19 or 31-32 covered by this Policy,

We will pay the Covered Person or the Immediate Family of the Covered Person up to a maximum of \$2,000 limited to \$200 per week for counselling support necessarily incurred providing this is certified by a legally qualified Medical Practitioner.

## 5.33 Loss of Deposits

If during the Policy Period and whilst the person is a Covered Person, the Covered Person incurs loss of Travel or Accommodation Expenses or entry fees paid in advance of the proposed Trip, following the necessary alteration or cancellation of the Covered Person's Journey due to:

1. the unexpected death, Bodily Injury or Sickness, of a Covered Person which results in the Covered Person being certified by a Medical Practitioner as being unable to commence the Trip as planned; or

- 2. the unexpected death, Bodily Injury or Sickness of any Close Relative or Close Business Associate of a Covered Person; or
- 3. unforeseen cancellation or curtailment of scheduled public transport services; or
- 4. a Covered Person having to participate in jury service; or

5. a natural disaster; or

6. Hijack of any aircraft or public transport conveyance; or

- 7. a Covered Person, being a full-time student, having to sit for supplementary academic examinations; or
- 8. a Covered Person, being retrenched from their usual full-time employment,

We will reimburse the Covered Person for:

1. the non-refundable unused portion of their forfeited Travel or Accommodation Expenses paid in advance, including travel agent's' cancellation fee; or

2. reasonable and necessary associated penalty costs resulting from the emergency rearrangement of such travel tickets for which the Covered Person is legally liable and which are not recoverable from any other source, consequent upon the rearrangement of Trip occurring between the date of payment of those expenses and the date of commencement of the Trip caused only by:

a. unforeseen cancellation or curtailment of scheduled public transport services; or

b. the unexpected death, Bodily Injury or Sickness of any Close Relative or Close Business Associate of a Covered Person,

up to the amount of \$1,500. An Excess of \$200 will apply to each and every claim under this additional benefit.

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# Conditions applicable to this additional benefit

The cover provided under this additional benefit is subject to the conditions below, as well as the conditions and provisions which appear under Section 6 – Special Provisions and section 8 – General Conditions, unless explicitly stated otherwise.

1. Cancellation of the Trip must occur between the date of payment of those expenses and the date of commencement of the Trip; and

2. Cancellation must be advised in writing to the Insured within fourteen (14) days of the cause of cancellation or seven (7) days after the commencement of Trip, whichever is the earlier;

3. Should the Covered Person be acting as a volunteer for the Insured, the Excess applicable under this additional benefit shall be reduced to \$0.

#### Exclusion applicable to this additional benefit

We will not pay benefits with respect to any loss, damage, liability, event, Bodily Injury or Sickness directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID-19) (or any mutation or variation thereof or any related strain) and/or its outbreak.

However, this exclusion shall not apply if during the Policy Period the Insured or the Covered Person incurs loss of Travel or Accommodation Expenses paid in advance of a proposed Journey following the necessary alteration or cancellation of the Covered Person's Trip due to:

i. the Covered Person's unexpected death from COVID-19 prior to the Trip commencing; or

ii. the Covered Person contracting COVID-19 which results in the Covered Person being certified by a Medical Practitioner as being unable to commence the Journey as planned; or

iii. the Covered Person contracting COVID-19 which results in the Covered Person being directed by a health authority to quarantine which prevents the Covered Person being able to commence the Journey as planned; or

iv. the Covered Person, a Close Relative, Close Business Associate or travelling companion of the Covered Person being directed by a health authority to quarantine because of a close contact with a positive or suspected positive case of COVID-19 which prevents the Covered Person being able to commence the Journey as planned; or

v. a Close Relative, Close Business Associate or travelling companion of the Covered Person contracting COVID-19, or their unexpected death from COVID-19 which prevents the Covered Person being able to commence the Journey as planned.

#### 5.34 Baggage & Travel Documents

In the event that a Covered Person is on Trip, and the Covered Person sustains Loss of, theft of or damage to Baggage or Travel Documents, We will reimburse the Covered Person in respect of such Loss, theft or damage up to the amount of \$1,000. An Excess of \$150 will apply to each and every claim under this additional benefit.

In respect of this additional benefit only, the following definition is added to the Policy:

Loss means items which are unrecoverable due to circumstances outside the control of the Covered Person.

### Conditions applicable to this additional benefit

The cover provided under this additional benefit is subject to the conditions below, as well as the conditions and provisions which appear under Section 6 – Special Provisions and section 8 – General Conditions, unless explicitly stated otherwise.

1. The Covered Person must take all reasonable precautions for the safety and supervision of their Baggage or Travel Documents.

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2. The Covered Person must report any Loss, theft, damage of Baggage or Travel Documents to either the police or the transport carrier as soon as reasonably practicable and where reasonably practicable, make a written report available at the time of making any claim.

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3. This cover applies only to Covered Persons whilst participating in Trip.

4. Should the Covered Person be acting as a volunteer for the Insured, the Excess applicable under this additional benefit shall be reduced to \$0.

5. The maximum payable under this additional benefit for any one item or sets will be \$400.

## Exclusions applicable this additional benefit

The cover provided under this additional benefit is subject to the exclusions below, as well as the exclusions which appear under the Section 7 - General Exclusions, unless explicitly stated otherwise.

We shall not be liable for any Loss, theft, damage or expenses:

1. Of;

a) glass, fragile or brittle articles, spectacles, contact lenses dentures, unless caused by fire, burglary, theft or accident to the conveyance in which they are being carried;

b) cash, bank notes, stamps, postal or money orders, bonds securities, negotiable instruments;

c) personal effects caused by cleaning, dyeing, alteration, repairing restoring, climatic conditions,

moth or vermin;

d) personal effects due to confiscation or detention by customs or other authorities.

2. Due to;

a) loss, destruction or damage which is otherwise insured or recoverable from the transport carrier, after all reasonable efforts have been made.

b) damage and/or breakage of any sporting equipment whilst it is in a Covered Person's use,

c) loss of or damage to surf boards.

3. Where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation);

# 5.35 Replacement Bicycle Hire

If during the Policy Period and whilst the person is a Covered Person, the Covered Person suffers an Accident resulting in damage to their bicycle which renders it unusable. We will reimburse the Covered Person for the cost of replacement bike hire for a maximum period of 30 days, or until the bicycle is repaired or replaced, whichever occurs first. The maximum amount we will pay under this additional benefit is \$500.

# Memorandum 7 - Non-Medicare Medical Expenses Excess

It is agreed and understood that in the event of a claim under additional benefit 5.1. Non-Medicare Medical Expenses, the Excess will be reduced to \$0 if a Covered Person has private health insurance and makes a successful claim under their private health insurance policy

# Memorandum 8 – Additional Special Provision

It is hereby noted and agreed that the following Special Provision is added to this Policy;

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6.19 With respect to all benefits payable under this Policy, the benefit payable/sum insured for Covered Persons aged 75 years and older is limited to 50% of the relevant benefit payable/sum insured as stated in the Schedule or Policy Wording where the Accident was a result of not riding a bicycle.

6.20 In respect of each Covered Person aged between 75 years and under 90 years at the time of suffering a Bodily Injury:

a)no benefit is payable under Section D, Insured Events 29 & 30 (loss of Income).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy-five (75) years.

In respect of each Covered Person aged 90 years or over at the time of suffering a Bodily Injury:

a) cover under Insured Event 1, (Death) and Events 3-19 are limited to a maximum of \$25,000; and b) no benefit is payable under Insured Event 2, (Permanent Total Disablement); and c) no benefit is payable under Section D, Insured Events 29 & 30 (loss of Income).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

6.21 No benefits shall be payable under Additional Benefit 5.1.1 ambulance transportation costs unless a Covered Person is riding their bicycle/push scooter/e-scooter and/or participating in paid events organised by the Insured.

## Memorandum 9 – Additional General Exclusions

It is hereby noted and agreed that the following General Exclusions are added to this Policy;

7.24 You, or a Covered Person participating in a race that is conducted, sanctioned, endorsed and/or promoted by AusCycle, Mountain Bike Australia, BMX Australia or Triathlon Australia, including their affiliated bodies, groups, associations and promoters. This exclusion does not apply to events conducted, sanctioned, endorsed and/or promoted by the Insured.

7.25 You, or a covered Person travelling to or from a race that is conducted, sanctioned, endorsed and/or promoted by AusCycle, Mountain Bike Australia, BMX Australia or Triathlon Australia, including their affiliated bodies, groups, associations and promoters. This exclusion does not apply to events conducted, sanctioned, endorsed and/or promoted by the Insured.

# Memorandum 10 - Amended General Definition

It is hereby noted and agreed that the following General Definition is removed from the Policy and replaced with the following:

# 3.12. EXTREME SPORTS means:

- 3.12.1. go karting;
- 3.12.2. horse riding, equestrian activities or any activities involved riding an animal;
- 3.12.3. snowboarding; snow skiing;
- 3.12.4. surfing; jet skiing; water skiing; wakeboarding (or any other sport or activity that

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3.12.5. involves being towed by any form of watercraft);

3.12.6. martial arts or boxing (or any similar combative sport or activity including sparring);

3.12.7. mountain climbing; abseiling; BASE jumping; parachuting; gliding of any description (including paragliding, hang gliding or any similar activity, whether in tandem or otherwise);

3.12.8. skateboarding (including longboarding); rollerblading; skating or any other similar activity

In all other respects, the policy is unaltered.

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#### THE UNDERWRITER:

Certain Underwriters at Lloyd's of London

This Schedule and Endorsements and Policy Wording shall be read together as one Contract. Marginal notes and Headings are used for identification and do not form part of the Policy Wording.



Signed:

for and on behalf of ATC Insurance Solutions Pty. Ltd. acting as agent for the Underwriter as specified above

Date: 24 June 2024

### TAX INVOICE

This document becomes a Tax Invoice for GST when payment is made. Where your broker issues you a Tax Invoice, which included an amount for this supply of insurance, your payment is made against the broker's invoice and this document does not become a Tax Invoice.

If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown above. Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11<sup>th</sup> of the total amount payable.

### **OUR CONTRACT WITH YOU**

The terms of cover are contained in this Policy, the Schedule and any attachments to the Schedule.

You should keep all of the Policy documents in a safe place.

#### YOUR DUTY OF DISCLOSURE

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

You have this duty until We agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- diminishes or reduces the risk We insure you for; or
- is common knowledge; or
- We know or, in the ordinary course of Our business, should know as an insurer; or
- We waive your duty to tell Us about.

### If you do not tell Us something

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If you do not tell Us anything you are required to, We may cancel your contract or reduce the amount We will pay you if you make a claim, or both. If your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## CANCELLATION

You may cancel your policy at any time by writing to us at Level 4, 451 Little Bourke Street, Melbourne, 3000 and advising us that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing. We will be entitled to retain premium which applies for the time on risk and an amount for our expenses subject to minimum premium provisions and any relevant government taxes and/or charges.

We may cancel your policy in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. We will advise you in writing if the Policy is cancelled by us.

#### **CLAIMS MANAGEMENT**

The name and address to whom the Insured should direct all claims and other enquiries:

ATC Insurance Solutions Pty Ltd Level 4, 451 Little Bourke St, Melbourne, Victoria 3000, Australia

Please contact the ATC Insurance claims team to obtain a claim form or if you have any questions or require assistance on 1800 994 694.

## **COMPLAINTS & DISPUTE RESOLUTION**

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 Us in the first instance:

ATC's Internal Dispute Resolution Officer ATC Insurance Solutions info@atcis.com.au (03) 9258 1777 Level 4, 451 Little Bourke Street Melbourne VIC 3000

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

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your 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:

Lloyd's Australia Limited Email: idraustralia@lloyds.com Telephone: (02) 8298 0783 Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

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

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your 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.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters 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 the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance immediate notice should be given to:

ATC Insurance Solutions Pty Ltd Level 4, 451 Little Bourke Street Melbourne VIC 3000 Telephone (03) 9258 1777 Facsimile (03) 9867 5540 Website www.atcis.com.au

PRIVACY

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In this Privacy statement "we", "us" and "our" means ATC acting under a binder as the Insurers agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 1988 (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at www.atcis.com.au or you can contact us as follows:-

ATC Insurance Solutions Pty Ltd Level 4, 451 Little Bourke Street Melbourne VIC 3000 Telephone: 03 9258 1777

For more information about how the insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website https://www.lloyds.com/ or in other formats on request.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (eg from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us; and
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

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By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.

## TARGET MARKET DETERMINATION

A Target Market Determination (TMD) has been designed to provide customers, distributors and ATC staff information to understand who this product has been designed for and our approach to determining that the product is likely to be consistent with the objectives, financial situations and needs of the customer and the distribution conditions. The TMD further sets out how the product is distributed, review periods and triggers relating to the TMD and reporting and monitoring of the TMD.

Please note the TMD is not a summary of the product's terms and conditions and is not intended to provide financial advice. Persons interested in acquiring this product should carefully read the Product Disclosure Statement (PDS) and any applicable Supplementary Product Disclosure Statement(s) which outline the relevant terms and conditions before making a decision whether to buy this product.

For a copy of the TMD for this product, please refer to (<u>https://www.atcis.com.au/assets/downloads/TMD/ATC-TMD-Sports-Personal-Accident.pdf</u>) alternatively, you may wish to contact ATC directly through the details provided above.