

Loss of Licence Insurance Product Disclosure Statement and Policy Wording

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360LOLPDSV221



360 Accident & Health Pty Ltd **ABN** 25 623 247 978 is an Authorised Representative (**AR** 1262596) of
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181
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Loss of Licence

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Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract.

Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

What is the duty?

All persons who will be an insured covered by the insurance (referred to as **you, your**) have a legal duty to take reasonable care not to make a misrepresentation to **us**.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering **our** questions:

- + take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- + if another person is answering for **you**, **we** will treat their answers as yours. In such a case **you** should check the questions have been answered correctly on **your** behalf by them.

When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell **us** about this change before the time ends.

What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay **your** claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- + the type of this consumer insurance contract and its target market;
- + explanatory material or publicity produced or authorised by **us**;
- + how clear, and how specific, any questions asked by **us** were;
- + how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- + whether or not an agent was acting for **you**; and
- + whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, **we** consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us** or go to 360uw.com.au

Product Disclosure Statement (PDS)



About 360 Accident and Health Pty Ltd

360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, is an underwriting agency committed to deliver solutions **you** want and service **you** expect by people **you** know to the Accident and Health Insurance Market.

360 Accident and Health has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

Our contact details are:

Suite 3, Level 18,
201 Kent Street,
Sydney, NSW 2000
Telephone. 1800 411 580
Email. ah@360uw.com.au

About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973 (Cth)*. **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website <https://www.lloyds.com/investor-relations/ratings>

You should contact 360 Accident and Health in the first instance in relation to this insurance.

Lloyd's contact details are:

Lloyd's Australia
Level 9, 1 O'Connell Street,
Sydney, NSW 2000
Telephone. 02 8298 0700

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au or alternatively **you** can request a brochure on the Code from **us**.

What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help **you** understand the cover offered under the **policy** and provide **you** with sufficient information to enable **you** to compare and make an informed decision about whether to purchase the **policy**. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the **policy** including the benefits and conditions, **your** rights as a client and other things **you** need to know to make an informed decision.

You should read the policy wording section in this document and the schedule of this insurance, to obtain a complete description of all the benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **you** keep them in a safe place for future reference.

Certain words in this PDS and policy wording have special meanings that are set out in the definitions sections contained within this document.

General Advice

Any general advice contained within the policy wording, PDS or accompanying documents does not consider **your** or any **insured person's** personal situation, financial objectives, or needs.

Loss of Licence Insurance

The insurance provides for the payment of benefits if an **insured persons licence(s)/certificate(s)** are suspended or cancelled due to **bodily injury or illness**. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** Insurance Broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

Summary of the Benefits of the Loss of Licence Insurance Policy

Some of the significant **policy** benefits are listed below. For full details of all the benefits and limits of the **policy** you should read **your policy** schedule which outlines the sums insured, and the coverage sections and tables of insured events contained within the **policy** wording attached to this PDS.

Some of the significant benefits of the **policy** may include:

- I. Lump Sum Benefits as a result of a **bodily injury** or **illness**;
- II. Loss of Income Benefits as a result of **bodily injury** or **illness**;
- I. Lump Sum Benefits as a result of a **psychological** or **psychiatric disorder(s)**.

Please refer to the policy wording for details of benefits and conditions that apply.

The maximum **we** will pay for all claims under the **policy** during any one **insurance period** is the **aggregate limit of liability** shown in the **schedule**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the aggregate limit of liability.

Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no benefits are payable at all include where loss results from death, intentional self-injury, illegal acts, undertaking active duty with the armed forces, an act of terrorism, AIDS or HIV.

You should note that apart from the general exclusions applying to all sections of cover, there are also specific exclusions and conditions applying to each section of the **policy**.

There are also limitations on some benefits. It is important **you** read the policy wording together with the schedule so that **you** understand the extent of the cover and its limitations. **You** should specifically read the General Conditions and General Exclusions in the policy wording to make sure the cover **we** provide matches **your** expectations.

The Cost of this Insurance

The total amount **we** charge **you** for this **policy** is made up of:

- I. the premium, which is the amount **we** need to cover the risk insured under this **policy**, as calculated by **us**;
- II. **our** administration fee; and
- III. any applicable taxes and government charges.

The premium and applicable taxes and government charges will be shown on **your** tax invoice.

When calculating **your** premium, **we** take a range of rating factors into account. These factors, and the degree to which they affect **your** premium, will depend upon the information **you** provide to **us**.

The following factors have a significant impact on **our** calculation of **your** premium:

- I. the sums insured;
- II. the **insured person's** medical history, age and claims history;
- III. any restrictions or extensions to the **policy** cover; and
- IV. **your** previous insurance and claims history.

Paying your Premium

You must pay **your** premium on time otherwise, **your policy** may not operate.

If **you** have not paid by the due date or **your** payment is dishonoured, **we** may cancel **your policy** in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)* and **you** may not be able to make a claim.

If a claim is made on the **policy** while any premium is outstanding, **we** have the right, to the fullest extent permitted at law, to treat the **policy** as never having been in force or agree in **our** absolute discretion to accept the claim subject to payment of the premium, or deduction of any claim payment from the premium due, or **we** may deduct any outstanding premium from the claim payment.

Non-Payment of Premium

You must pay **your** premium within the agreed credit terms otherwise **your policy** may not be in force. If **you** do not pay **your** premium on time by the due date or **your** payment is dishonoured this **policy** will not come into force and **we** may, in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)*:

- I. lapse the **policy**;
- II. decline any claim under the **policy**.

Excesses

If **you** or an **insured person** makes a claim under the **policy**, **you** may be required to pay an excess or wait for a specified period of time (excess period) before a benefit is payable. This is the amount **you** must first contribute towards each claim.

We are able to provide options to quote higher or lower excess or **excess period** alternatives in certain circumstances, which will either decrease or increase **your** premium, depending upon the options requested.

The excess and **excess period** applicable to **your policy** is specified in the schedule. There are also other excesses which are specified in the **policy**.

How to Apply for Loss of Licence Insurance

To apply for the **policy** **you** will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with **us**. They will then approach **us** to provide **you** with a quotation.

Cancelling your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing. Should **you** cancel **your policy**, **we** shall retain a pro rata proportion of the premium for the time the policy has been in force and unless **you** purchased the **policy** through an Insurance Broker, will pay any premium refund due to **you** within fifteen (15) business days (if **you** purchased the policy through an Insurance Broker, ask **your** Broker what arrangements apply). **You** will not receive any refund if **you** have made a claim or a claim is forthcoming against the **policy** prior to cancellation.

We may cancel this policy in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*.

Your Cooling-Off Period

You have the right to return the **policy** to **us** within twenty-one (21) days from the date the **insurance period** commences ("cooling-off period") unless a claim is made under the **policy** within this period.

If **you** return the **policy** during the cooling-off period, **we** will refund the full amount of the premium less any taxes or duties payable and unless **you** purchased the **policy** through an Insurance Broker, will pay the amount due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). The policy will be terminated from the date **we** are notified of a request to return it. To return the policy, **we** must be notified in writing within the cooling-off period.

This can be done by contacting **us** using the contact details found at the back of this PDS, or **your** Insurance Broker.

Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, **you** should notify **us** in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the insurance period. **You** should ensure **you** include **your policy** number in this correspondence.

You must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require. **We** may at **our** own expense have any insured, who is the subject of a claim under this **policy**, medically examined from time to time.

Claim Offset

The weekly benefits payable for **temporary total disability** will be reduced by the amount of any other weekly benefit the **insured person** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance **policy** specifically covering the same risk, so that the benefit payable under the **policy** will be the amount by which the benefit payable under the **policy** exceeds the other benefits to which the **insured person** is entitled.

Taxation Implications

Depending upon **you** or **your** Company's entitlement to claim Input Tax Credits under the **policy**, **we** may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of **temporary total disability** weekly benefits in the **policy**, is subject to personal income tax and it is the **insured person's** responsibility to declare such benefit when completing his or her usual tax return.

An **insured person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means 360 Accident and Health, its related bodies corporate, and the Insurers unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information **you** provide to **us**.

The *Privacy Act 1988 (Cth)* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of **your policy**;

- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **us** **your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

We disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other Insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

We may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your** policy, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If **you** would like a copy of **our** Privacy Policy, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **our** privacy or **you** have any query on how **your** personal information is collected or used, or any other query relating to **our** Privacy Policy, please contact **us**.

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

Complaints and Disputes

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 360 Accident and Health or **your** claims handler in the first instance:

360 Accident & Health **ABN 25 623 247 978** is an Authorised Representative (**AR 1262596**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270, AFSL 319181**.

Complaints Officer

360 Accident & Health

Email. ah@360uw.com.au

Telephone. 1800 411 580

Suite 3, Level 18

201 Kent Street

Sydney 2000

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. ldraustralia@lloyds.com
Telephone. (02) 8298 0783
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

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
GPO Box 3 Melbourne VIC 3001
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: ah@360uw.com.au

Several Liability

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown on the policy schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is :

Lloyd's
One Lime Street,
London, EC3M 7HA

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. The insurers named hereon bind themselves each and for their own part and not one for another.

Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

When an Insured Person can Access the Policy

An **insured person** may only make a claim for benefits for which cover is available in accordance with the **policy** terms and conditions, limitations and exclusions.

An **insured person's insurance period** begins on the date the **insured person** is added to the **policy** by **us** at request of the policyholder and ends on the earlier of:

- + the time they cease to be an **insured person**;
- + the time the insured requests that such **insured person** no longer has access to benefits under the **policy**;
- + the date the **policy** ends in accordance with the **policy** or law (for example, when the **period of insurance** ends, the **policy** is not renewed or is cancelled).

We are not obliged to notify an **insured person** of termination of the **policy**.

Sanctions

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

Other Insurance

In the event of a claim, the insured and/or **insured person** must advise **us** if there are any other insurance policies that may be available to pay or partially pay that claim.

Alteration of Risk

You must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury liability or loss.

Service of Suit

The Insurers accepting this insurance agree that:

- + if a dispute arises under this insurance, this insurance will be subject to Australian Law and Practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- + any summons, notice or process to be served upon the Insurers will be served upon:

Lloyd's Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street,
Sydney, NSW 2000
Telephone. 02 8298 0700

If a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such court or Appellate Court.

Preparation Date

This PDS was prepared on 23 September 2021.

Updating this PDS

Information in this PDS may need to be updated from time to time. **You** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker, should this PDS need to be updated **we** will provide **you** with a new PDS or a Supplementary PDS outlining these changes.

Section A – Employer Section

Cover

You have established a scheme for and on behalf of the **insured persons** to cover them against their **licence(s)/certificate(s)** being suspended in consequence of the events described in the group loss of licence insurance scheme ('scheme').

You are required to advise the **insured persons** of the cover available to them under this scheme and ensure that copies of the scheme, as shown in the scheme members section, are made available to them.

In return for the premium **you** have paid, **we** agree to pay the benefits described in the scheme in accordance with the terms and conditions of this insurance.

Definitions

Actively at work means:

The **insured person(s)** is (are) fully fit for duties in the capacity for which the **licence(s)/certificate(s)** is (are) held.

Bodily injury means:

Physical injury caused by an **accident** and including any illness solely and directly resulting from such **accident**.

Insured persons means:

An employee(s) of **yours** named in the schedule of insured persons.

Licence(s)/certificate(s) means:

All licence(s)/certificate(s) held by the **insured persons** in connection with his or her occupation.

Period of insurance means:

The time for which this policy is in force as shown in the schedule.

We/us/our means:

360 Accident and Health Pty Ltd (**ACN 623 247 978**) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, of Suite 3, Level 18, 201 Kent Street, Sydney, NSW 2000 for and on behalf of Certain Underwriters at Lloyd's.

You/your means:

The **insured** named on the **schedule**.

Payment of Claims

Unless **we** have both agreed otherwise, **we** will pay the benefits described in the scheme directly to the **insured persons**.

If **you** fail to make any premium payment due to **us**, **our** liability to pay claims will be suspended. **We** will continue to suspend paying claims until **we** receive premium payment in full of all outstanding payments.

Conditions

Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **us** or **your** insurance agent.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Actively at work

We will only cover **insured persons** who are **actively at work** on the inception date of this insurance or upon attachment date to it, whichever the later.

The **insured persons** are only covered under this insurance scheme after they have been actively at work for 30 consecutive days from their inception or attachment date to this scheme.

Additions and deletions

You must notify **us** of eligible employees joining or leaving this scheme during the **period of insurance**. Cover is automatic for employees joining this scheme during the period of insurance, however **you** must notify **us** of such new employees within the dates shown in the policy schedule.

If **you** fail to notify **us** of such new employees within the dates shown in the policy schedule, **we** will only insure those employees shown in the schedule of **insured persons** agreed by **us**.

Any employee joining this scheme will be subject to **your** paying an additional premium as agreed by **us**. **We** will also adjust **your** premium in consideration of those employees leaving this scheme.

Cancellation

You may cancel this insurance at any time by writing to **us** or **your** insurance broker. If any of **the insured persons** have not made a claim, **we** will return any premium for the remaining **period of insurance**.

We can cancel this insurance by:

- + sending **you** 30 days' notice in writing by registered post or recorded delivery to **your** last known address.
We will return any premium **you** have paid for the remaining **period of insurance**;
- + sending 30 days' notice in writing by registered post or recorded delivery to **you** and/or **your** representative in the event premium has not been paid by the due date shown in the schedule. If **you** pay the premium by installments and an installment remains unpaid after 14 days, **we** will cancel this policy from the date the last installment was due.

Termination

The **insured persons** coverage will terminate and cease to have effect upon:

- + payment of long-term disability benefit;
- + the **insured persons** attaining the age of 65;
- + the **insured persons** ceasing to be gainfully employed in the capacity for which the **insured persons** holds the **licence(s)/certificates(s)**.

Coverage limitation

Coverage is limited to **bodily injury** only at renewal following the **insured persons** 60th birthday.

False claims

If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

Section B – Scheme Members Section

How Your Membership Works

Words shown in **bold** type to which a specific meaning is given are shown in the definition section below.

This scheme is a group insurance scheme governed by an agreement between **your** employer and **us**. There is no legal contract between **you** and **us** covering **your** membership of the scheme. Only **your** employer and **us** have legal rights under the agreement and are the only ones who can enforce the agreement.

The following sets out the details of **your** cover under the scheme. Please read this document very carefully.

To be covered under the scheme **your** cover must be confirmed by **your** employer. **We** will only provide cover under this scheme in return for the premium **your** employer has paid to **us**.

Your employer can end **your** membership at any time by writing to **us**. **We** have the right to end **your** membership if **your** employer does not pay the premium due to **us**.

Changes to Your Membership

The terms and conditions of **your** membership to this scheme, including **your** cover, may be changed from time to time by agreement between **your** employer and **us**.

No other person is allowed to make or confirm any changes to **your** membership to this scheme or decide not to enforce any of **your** rights. Also, no change to **your** membership will be valid unless it is agreed between **your** employer and **us** and confirmed in writing by **your** employer.

Definitions

Accident means:

A sudden, violent, unforeseen, external and visible event which occurs at an identifiable time and place during the period of insurance.

Accident shall also include exposure to the elements resulting from a mishap to a conveyance in which **you** are travelling.

Actively at work means:

You are fully fit for duties in the capacity for which the **licence(s)/certificate(s)** is held.

Bodily injury means:

Physical injury caused by an **accident** and including any illness solely and directly resulting from such **accident**.

Commencement date means:

The date shown in the policy schedule.

Date of loss means:

The first day that **you** are prevented from acting in the capacity for which a **licence(s)/certificate(s)** is held as a direct result of **bodily injury** or **illness**. Prevention must be evidenced by **our** receipt within 30 days of date of loss of a 'temporarily unfit' assessment issued by the relevant licence issuing authority.

Excess period means:

The period starting from the date of notification to **us** of **bodily injury** or **illness** until the expiry of the number of days stated in the schedule. No benefit is payable in respect of the excess period.

Illness means:

Any sickness or disease (not falling within the definition of **accident**).

Licence(s)/certificate(s) means:

All licence(s)/certificate(s) held by **you** in connection with **your** occupation.

Loss of licence(s)/certificate(s) means:

Absolute prevention, as a consequence of **bodily injury** or **illness**, from acting in the capacity for which a licence(s)/certificate(s) is held.

Maximum benefit period – temporary total disability means:

The period starting from the expiry of the excess period and ending up to the maximum period as stated in the schedule.

Maximum sum insured means:

The actual amount payable by **us** in the event of the **loss of licence(s)/certificate(s)** as stated in the schedule of **insured person(s)**. Payment will be dependent upon earnings accruing solely from all **licence(s)/certificate(s)** held by **you**.

Period of insurance means:

The dates and time for which this scheme is in force as shown in the agreement between **us** and **your** employer.

Previous disability means:

Any condition for which **you** have sought advice, diagnosis, treatment or counseling or of which **you** were or should reasonably have been aware or for which **you** had been treated at any time prior to the **commencement date** or the date upon which **you** originally attached to the schedule of **insured persons**, whichever the later.

Psychological or psychiatric disorder(s) means:

Any disorder(s) diagnosed by a medically or other appropriately qualified practitioner and which is included in the internationally-recognised classification system DSM-IV (the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, 1994). Such a diagnosis shall imply severe and lasting impairment in personal performance as indicated by at least one of the following:

- I. a limitation in activities of daily living;
- II. social functioning;

- III. impairment in concentration, memory or other cognitive functioning leading to chronic task under-performance in terms of aptitude, learning new material, reliable accuracy, endurance or pace of work;
- IV. deterioration or decomposition in work settings;
- V. episodic disorders of mood;
- VI. disorders of form and control of thought.

Recovery, recurrent and subsequent disability means:

A recurrent disability shall be one where **you**, having exceeded the **excess period** stated in the schedule and receiving monthly benefit under this scheme, recovers and subsequently suffers a recurrence of **temporary total disability** while this insurance is in force, which is attributable to the original cause(s).

You are deemed to have made a recovery when **you** are able to engage in **your** regular occupation and perform the major duties thereof, even if **you** choose not to.

If the period of recovery shall be continuous for six months or more, the recurrent disability shall be subject to a new **excess period**. If the period of recovery is less than six months no **excess period** will be imposed.

If **you** suffer a subsequent **temporary total disability** and such subsequent disability is entirely unrelated to the cause of any prior disability, then this disability will be subject to a new **excess period**.

With regard to any such recurrent or subsequent disability as insured, **we** will pay the monthly benefit only for the unused portion of the **maximum sum insured** not previously exhausted by payment of monthly benefit due to any prior disability or disabilities.

Temporary total disability means:

You are temporarily entirely prevented from acting in the capacity for which **you** hold a **licence(s)/certificate(s)** in consequence of which the **licence(s)/certificate(s)** is temporarily suspended by the licence issuing authority as a result of **bodily injury** or **illness** necessitating treatment by a registered medical practitioner and which solely, directly and independently of any other cause completely and continuously prevents **you** from acting in the capacity for which **you** hold a **licence(s)/certificate(s)**. **Temporary total disability** includes any period of self-suspension evidenced by **our** receipt within 30 days of **date of loss** of a 'temporarily unfit' assessment issued by the relevant licence issuing authority.

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 person, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes and/or similar 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/us/our means:

360 Accident and Health Pty Ltd (**ACN 623 247 978**) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, of Suite 3, Level 18, 201 Kent Street, Sydney, NSW 2000 for and on behalf of Certain Underwriters at Lloyd's.

You/your means:

The persons named in the schedule of **insured persons** kept on file with the employer.

What You are Covered For

Long-term disability

We will pay the benefit as stated in the schedule in the event of a long-term unfitness assessment being issued by the licence issuing authority within 24 months from the **date of loss**.

In the event of a long-term unfitness assessment not being issued within this period **we** will review all the medical evidence available and consider making payment of the benefit as stated in the schedule of **insured persons** if, in the opinion of **our** medical adviser, **you** are unlikely to obtain restoration of **your licence(s)/certificate(s)** within 36 months from the date of settlement of the claim.

In the event of the **licence(s)/certificate(s)** being restored within 18 months from the date of settlement of the claim, **we** may require **you** to repay to **us** a pro-rata proportion of the benefit paid.

Benefit payment is subject to the **excess period** stated in the schedule.

Temporary total disability

We will pay the benefit as stated in the policy schedule on file with **your** employer in the event of **your temporary total disability** in consequence of **bodily injury** or **illness**. Benefit payment is subject to:

- I. the excess period stated in the schedule;
- II. the **recovery, recurrent and subsequent disability** provision;
- III. proof of the continuance of disability evidenced by regular attendance and treatment by a qualified medical practitioner.

Benefit entitlement will cease:

- I. when **you** are able to perform normal duties or upon the restoration of the **licence(s)/certificate(s)** by the licence issuing authority whichever shall occur first, whether or not **you** choose to return to normal duties;

- II. upon long-term or permanent revocation by the licence issuing authority of the **licence(s)/certificate(s)**; or
- III. upon expiry of the **maximum benefit period**, whichever occurs first;

The monthly benefit payable shall not exceed 75% of **your** net monthly income (defined as earnings accruing solely from all **licence(s)/certificate(s)** held by **you** which are lost in consequence of the **temporary total disability**).

Benefit payable accruing from all **licence(s)/certificate(s)** held by **you** shall be apportionable from day to day and be payable 30 days subsequent to the benefit due date.

Temporary total disability benefit paid is deductible from the **maximum sum insured** in the event of loss of a **licence(s)/certificate(s)**.

What is Not Covered

This section explains what is not covered under this group insurance scheme.

We will not make any payment for any claim directly or indirectly due to:

- IV. **your** death;
- V. **your** intentional self-injury or attempted suicide or assault provoked by **you**;
- VI. a criminal act by **you**;
- VII. **bodily injury** consequent upon **your** being under the influence of alcohol, drugs or narcotics;
- VIII. **your** undertaking active duty with the Armed Forces other than part-time non-combatant duties;
- IX. Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease;
- X. **war or related risks**;
- XI. **terrorism**; if there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply;
- XII. any **previous disability** unless declared to and agreed by **us** in writing;
- XIII. pregnancy or childbirth unless the suspension or cancellation of the **licence(s)/certificate(s)** is a direct consequence of complications arising there from;
- XIV. subsequent change(s) in medical standards to those prevailing at the inception of this group insurance scheme issued by the licence issuing authority or any other competent authority including government, which materially increases or extends **our** liability.

General Conditions

The following conditions apply to the whole of this scheme.

Premium payment

Payment of **your** benefit under this scheme will be suspended unless **your** employer has paid the premium due to **us**.

Actively at work

You must be **actively at work** on the inception or attachment date to this group insurance scheme, whichever the later.

If **you** are not **actively at work** on the inception or attachment date to this insurance **you** will not be eligible to join this scheme until **you** have been **actively at work** for a continuous period of 30 days.

Termination

Your coverage under this scheme will terminate and cease to have effect upon:

- I. payment of long-term disability benefit;
- II. **your** attaining the age of 65;
- III. **your** ceasing to be gainfully employed in the capacity for which **you** hold the **licence(s)/ certificates(s)**.

Coverage limitation

Coverage is limited to **bodily injury** only at renewal of **your** cover under this scheme following **your** 60th birthday.

Procedures

You must:

1.
 - a. at **our** request and expense submit to an independent medical examination in the event of **bodily injury** or **illness**;
 - b. authorise **us** to:
 - I. obtain details of all medical reports and hospital records and obtain information from any physicians, surgeons and hospital authorities concerned with the treatment or consultation **you** received;
 - II. obtain information from and seek the opinion of the principal medical officer of the civil aviation authority or any other competent authority or its successors (or other appropriate medical officer appointed for the purpose) as to whether **you** are unlikely to obtain a restoration of the **licence(s)/ certificate(s)**. If the opinion is that **you** are unlikely to obtain such restoration **we** will accept that opinion as evidence in **your** favour.

- c. sign all authorisations required by **us** for the purposes described above and on written demand by **us** make a statutory declaration as to any facts relating to the claim and complete **our** standard claim questionnaire on request.
- d. notify **us** immediately if any action against a third party relating to the **licence(s)/certificate(s)** is planned or contemplated.
- e. notify **us** immediately upon becoming aware of any investigation, court of enquiry or similar proceedings likely to affect this scheme and give all possible assistance and information to lawyers appointed by **us** as they may reasonably require;
- f. provide **us** with satisfactory proof of:
 - I. the happening of the event in respect of which the maximum sum insured will become payable;
 - II. any other information **we** may require.
2. **we** shall not be obliged to settle a long-term disability claim under this scheme until at least 180 days after the **date of loss** and all enquiries have been completed by **us**. The period of 180 days shall commence on the day notification is received by **us**. No claim shall be payable if **you** die within such 180 days period.
 Receipt by **us** of a release from **you** or any other duly authorised representative of **yours** shall constitute an absolute discharge to **us** in respect of payments made under this scheme. payment under this scheme is subject to **your** undertaking in writing not to apply to have the **licence(s)/certificate(s)** restored within 36 months from the date of settlement of the claim without **our** prior written consent. Such consent shall not be unreasonably withheld.
3. payment under this scheme is subject to **your** undertaking in writing not to apply to have the **licence(s)/certificate(s)** restored within 36 months from the date of settlement of the claim without **our** prior written consent. Such consent shall not be unreasonably withheld.

Data Protection Act

By accepting **your** participation in this group insurance scheme, **you** consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to **us** and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 2018. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.



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