



# **LLOYD'S**

## **Certificate of Insurance**

**effected through**

**Keystone Underwriting Pty Ltd**

**17/296 Bay Road**

**Cheltenham VIC 3192**

Telephone 1300 946 530

Email [contact@ksua.com.au](mailto:contact@ksua.com.au)

**(hereinafter called the Coverholder)**

**THIS CERTIFICATE OF INSURANCE** confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to cover the Insured, in accordance with the Policy attached to this Certificate.

The Insured or the Insured's representative can obtain further details of the syndicate numbers and the proportions for which each of the Underwriters at Lloyd's is liable by requesting them from Keystone. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

The Underwriters have relied on the information and statements that the Insured has provided on the Proposal Form (or Declaration) in accepting this Insurance. The Insured should read this Certificate carefully and if it is not correct contact Keystone. It is an important document and the Insured should keep it in a safe place with all other papers relating to this Insurance.

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

Level 9

1 O'Connell Street

Sydney NSW 2000

who has authority to accept service and to appear 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.

## Public & Products Liability Insurance Schedule of Insurance

<b>Attaching to and forming Part of Policy Number</b>	KBP-22258-GL
<b>Period of Insurance</b>	From 30 August 2022 at 4:00pm Local Standard Time
	To 30 August 2023 at 4:00pm Local Standard Time
<b>Insured</b>	The Hydrocephalus Support Association Inc.
<b>Insured's Address</b>	85 Gloucester Road, Hurstville, New South Wales, 2220
<b>Business</b>	Medical Association - supporting people with hydrocephalus
<b>Interested Party</b>	Not Applicable
<b>Limit of Liability</b>	\$10,000,000 any one <b>Occurrence</b> other than in respect of <b>Products Liability</b> where the <b>Limit of Liability</b> is in the aggregate
<b>Excess</b>	\$250 any one <b>Occurrence</b> inclusive of costs and expenses
<b>Personal Injury to Labour Hire Personnel and Contractors Excess</b>	\$25,000 any one <b>Occurrence</b> inclusive of costs and expenses
<b>Sub-Limits of Liability</b>	
Advertising Liability	\$250,000
Property in Care, Custody or Control Extension	\$250,000
United States of America Jurisdiction	Not Insured
<b>Automatic Extensions</b>	
Advertising Liability	Included
Costs and Expenses in Addition	Included
Cross Liabilities	Included
Free Legal Consultation	Included
Indemnity to Others	Included
Liability for Conduct of Contractors, Consultants or Agents	Included
Products Clarification	Included
Property in Care, Custody or Control Extension	Included
Trade Fairs, Shows and Markets	Included
<b>Optional Extensions</b>	
Contractors, Consultants or Agents	Not Included
United States of America Jurisdiction	Not Included
<b>Territorial Limits</b>	Worldwide
<b>Jurisdiction</b>	Worldwide excluding United States of America
<b>Policy</b>	Keystone Public and Products Liability Wording 05/2021
<b>Security</b>	Certain Underwriters at Lloyd's

**UMR: B1201J221377**

<b>Premium</b>	As agreed
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## **Endorsements**

### **END-GL-2020-036**

#### **Treatment Endorsement**

The following definitions are included in the **Policy**:

#### **Health Care Services**

**Health Care Services** means any care, treatment, advice, service or goods provided in respect of the physical or mental health of a person or animal.

The following is included in the **Policy**:

**Keystone** will not indemnify the **Insured** for any **Personal Injury** or **Property Damage** arising directly from the provision of **Health Care Services**.

In all other respects the **Policy** remains unaltered.

### **END-GL-2020-073**

#### **Participation Endorsement - Unless Agreed by Keystone**

The following is included in the **Policy**:

**Keystone** will not indemnify the **Insured** for any **Personal Injury** or **Property Damage** arising directly or indirectly from or in connection with any participation in any sporting event or activity unless agreed by **Keystone**.

In all other respects the **Policy** remains unaltered.

### **END-GL-2022-012**

#### **Event Endorsement**

The following is included in the **Policy**:

**Keystone** will not indemnify the **Insured** for any **Personal Injury** or **Property Damage** arising directly or indirectly from or in connection with any:

- a. cancellation or non-appearance; or
- b. inflatables; or
- c. participation in contact sports; or
- d. pyrotechnics; or
- e. mechanical amusement rides; or
- f. temporary elevated seating; or
- g. firearms; or
- h. animal rides; or
- i. serving of alcohol unless agreed by **Keystone**; or
- j. any event with more than 250 attendees unless agreed by **Keystone**.

In all other respects the **Policy** remains unaltered.



Coverholder at **LLOYDS**

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## 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](http://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](http://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 Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer  
Keystone Underwriting Australia Pty Ltd  
17/296 Bay Road  
Cheltenham, VIC 3192  
Phone: 1300 946 530  
Email: [complaints@ksua.com.au](mailto:complaints@ksua.com.au)

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](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: 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](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

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

Claims Department - Keystone Underwriting Australia Pty Ltd  
Telephone: 1300 946 530  
Email: [claims@ksua.com.au](mailto:claims@ksua.com.au)

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## Several Liability Notice

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

## Approval

This Certificate is issued by the Coverholder shown above in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Schedule.

**IN WITNESS WHEREOF** this Certificate has been signed at Melbourne, Victoria.

This **08 August 2022** by



Coverholder

**LMA3082 (Australia)**