

S U R A MARINE



Nominated Items In Transit Insurance

Policy Wording and
Product Disclosure Statement

Preparation Date 11 November 2021
Effective Date 1 January 2022

Contents

Important Information	3	General Terms And Conditions	16
Words With Special Meaning	7	Things You must Do During the Period of Insurance	16
What We Cover	9	Premium	16
Transit Cover (Automatically Included)	9	Cancellation	16
Static Risks Cover (Optional)	9	Consumer Insurance Contract Opt-in notice	17
Automatic Extensions to Transit Cover Only	9	Precontractual Obligations Regarding Disclosure and Representations	17
Transit by third parties	9	Your Duty of Disclosure	18
Automatic Extensions to Transit Cover or Static Risks Cover	9	When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim	19
Removal of debris/clean up costs	9	Fraudulent Claims	20
Loading and unloading risks	9	Duty of Utmost Good Faith	20
Temporary cover for addition of new items	10	Terms Apply to Extent Enforceable	20
General Exclusions – When You Are Not Covered	11	Renewal Procedure	20
How We Settle A Claim	13	Limits on Assigning Your Rights	20
Basis of Claim Settlement	13	Third Party Interests	20
What You must Pay if You make a Claim	14	Updating the PDS	21
Making A Claim	15	Confirmation of Transactions Facility	21
What You must Do When an Event Occurs that May Result in a Claim Under the Policy	15	Your Representative	21
Our Right of Recovery	15	Notices	21
Subrogation	15	General Insurance Code of Practice	21
Fraud	15	Privacy Statement	22
		Complaints and Disputes Resolution Process	22
		Interpretation	23
		Governing Law and Jurisdiction	23
		Goods and Services Tax (GST)	23
		Financial Claims Scheme	23

Important Information

About this document

This is an important document that must be read carefully before making a decision to purchase this insurance.

This insurance can provide cover which may or may not be provided to a person as a retail client as defined under the Corporations Act 2001 (Cth) depending on the circumstances.

Only the parts of this document (and any other documents forming part of any **policy** issued) that apply to cover provided to a person as a retail client, will form the Product Disclosure Statement (PDS) for the purposes of the Corporations Act.

This document can help a person:

- decide whether this insurance will meet their needs; and
- compare it with other products they may be considering.

Words with special meaning are defined in the "Words With Special Meanings" section on page 7, unless expressly stated otherwise in the **policy**.

The **insurer** noted below is responsible for the content of this document.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account any person's objectives, financial situation or needs. Any person considering this insurance needs to decide if this insurance is right for them.

Quick overview of the cover

What is covered?

This provides cover for **nominated item** or **unspecified items we agree with you** which will be either:

- specified individually with an **agreed value** per item; or
- unspecified, but covered under **unspecified items** for which a total **sum insured** for all **unspecified items** within that class will be specified in the **policy schedule**.

What is the cover?

Transit Cover (Automatic) which is designed to provide protection against physical loss, destruction or **damage** caused by:

- an **accident** or the deliberate act of a third party when the **nominated items** and **unspecified item(s)** are in or on any type of **conveyance**, be it road, rail, ship or aircraft whilst in Australia; and
- jettison, as well as general average and salvage charges during **sea** transit within Australia.

Static Risks Cover (Optional) – which is designed to allow **you** to extend **your** cover for **nominated items** or **unspecified items** anywhere within Australia on an **accidental** cause basis (as for transit above).

Automatic extensions to cover are also provided under:

- Transit Cover or Static Risks Cover for:
 - Removal of Debris/Clean Up Costs;
 - Loading and Unloading Risks; or
 - Temporary Cover for Addition of New Items, and
- Transit Cover Only
 - Transit by Third Parties.

Nominated item or unspecified items

Claims for **nominated item** or **unspecified items** are settled on either a **market value** or **agreed value** basis of settlement (as applicable).

The insurance is subject to eligibility criteria and provided subject to the **policy** terms as explained in this document. **You** must read the **policy** for full details of the cover.

Who is insuring you

About the **insurer** – Berkshire Hathaway Specialty Insurance.

The **insurer** of this insurance product is Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ABN 84 600 643 034, AFS License No. 466713 (called **we, us, our, insurer** or BHSI in this document).

BHSI's contact details are:
 GPO Box 650
 Sydney NSW 2001
 Email: australia@bhspecialty.com

Who acts for the insurer

About SURA Marine

SURA Marine is a trading name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313 (called SURA Marine in this document).

SURA Marine distributes this insurance on behalf of the **insurer**. SURA Marine has an authority from the **insurer** to arrange, enter into/bind and administer this insurance for the **insurer**. This means that SURA Marine will be acting as agent for BHSI, not for the persons covered.

SURA Marine's contact details are:
 Level 14/141 Walker Street
 North Sydney NSW 2060
 PO Box 1813
 North Sydney NSW 2059

Contacting us

If **you** are represented by an insurance broker, contact them in the first instance to see what assistance they may be able to provide.

You should contact SURA Marine as our agent using its contact details above. **You** can still contact BHSI using **our** contact details above if needed.

Who this insurance covers

The **policy** covers the **insured** as defined in the "Words With Special Meanings" section on page 7 (also referred to as "**you**" and "**your**"). They are the person(s) that enter into the contract with the **insurer**.

The **policy** also extends cover to certain persons or entities who are not contracting parties but are entitled to access cover by reason of section 48 of the Insurance Contracts Act 1984 (Cth).

The definition of **third party beneficiaries** identifies who they are.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy** as a **third party beneficiary**. For details on the rights and obligations of such **third party beneficiaries** see "**Third Party Interests**" on page 20.

What you need to do when making any disclosures and answering questions

You have certain precontractual obligations regarding disclosure and representations made by you and others on your behalf. If **you** don't comply with your obligations, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel the **policy**, or treat it as if it never existed, subject to relevant law. See "**Precontractual Obligations Regarding Disclosure and Representations**" on page 17 for details.

Some important things to understand about the cover

The standard cover **we** provide is set out in this document (subject to eligibility and acceptance by **us**). The “**What We Cover**” section sets out the relevant covers **we** provide. **We** may apply additional terms that affect this cover if **we** agree this with **you** or where permitted by law.

The cover and what **we** pay can be affected by things such as:

- exclusions which restrict the cover – See in particular the “**General Exclusions – When You Are Not Covered**” on page 11;
- compliance with any terms/conditions **we** apply which impose obligations on **you** and others who may be covered – See in particular the “**General Terms And Conditions**” on page 16;
- limits (including sub limits) **we** apply to the cover;
- **excess(es)** **you** have to pay in relation to a claim – See in particular “**What You must Pay if You make a Claim**” on page 14;
- any recovery **you** or **we** may make in relation to the relevant loss or **damage**.

You need to consider these things to see if the cover is right for **you** personally as **we** don’t do this. **You** should seek advice to help **you** when needed.

What important documents you need to read and how confirmation of cover is issued

Where **we** agree to insure **you**, **we** confirm this by issuing a **policy schedule**. This contains details such as what or who **we** insure, what covers are provided and **your** contact details. Some special terms apply for renewals. See “**Renewal Procedure**” on page 20.

This document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard terms of this document) form **your** agreement or contract with **us** (the “**policy**”).

You need to read them together and keep them in a safe place for future reference. These are the terms on which **we** have agreed to provide insurance to **you**. Check they set out what **you** believe was agreed and that the information in them is accurate and up to date. If not, contact **us** immediately as this may adversely affect **your** right to cover.

The need to review suitability of cover, including on an ongoing basis

You should also review the appropriateness of the type of cover chosen and its terms, limits and applicable **excess(es)** on a regular basis to ensure they remain appropriate (including on any renewal) for **your** personal needs and if not, contact **us**. If they are not, **you** may be underinsured and have to bear part of any loss **you** are not covered for yourself.

Refer to “**Underinsurance**” page 14 and make sure **you** tell **us** about any changes – See in particular “**Things You must Do During the Period of Insurance**” on page 16.

Make sure you comply with your obligations under the policy once it is issued

The **policy** terms impose obligations on **you** that **you** need to meet during the **period of insurance** see in particular, “**Things You must Do During the Period of Insurance**” on page 16 and “**What You must Do When an Event Occurs that May Result in a Claim Under the Policy**” on page 15.

What happens if you don’t meet your obligations, or an exclusion applies

If **you** don’t meet **your** obligations under the **policy** terms **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See “**When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim**” on page 19 and “**Cancellation**” on page 16 for further information.

Cooling off period and cancellation rights

You have a cooling off period of twenty-one (21) days from the date **we** first issue the **policy** and also on any renewal. During this period, **you** can return the **policy** and receive a refund of the premium paid by **you** unless:

- a claim has been made;
- an event has occurred that could give rise to a claim on the **policy**; or
- the **period of insurance** has ended.

We may deduct from the refund amount any government taxes or duties we cannot recover.

After the cooling off period has ended, **you** still have cancellation rights (refer to “**Cancellation**” for full details on page 16).

We can cancel where permitted by law see “**Cancellation**” on page 16.

Make sure **you** understand the premium refund terms when the **policy** is returned or cancelled as set out in these provisions.

Making a claim

If **you** want to make a claim under the **policy**, contact **us**.

If **you** are represented by someone (e.g., a broker) speak with them in the first instance to see what assistance they can provide.

Make sure **you** start by reading and complying with the claims conditions – see “**Making A Claim**” on page 15. If **you** don’t, it may adversely affect **your** rights to cover under the **policy** and/or allow us to cancel the **policy**.

Complaints and disputes

If **you** need to make a complaint, see the “**Complaints and Disputes Resolution Process**” on page 27.

Premium

This is what **you** need to pay in return for **us** issuing this insurance. **We** agree the premium with **you** and how and when it must be paid before **we** issue the insurance. See “**Premium**” on page 16 for more details.

Impact of acts of other insureds

If there is more than one **insured** on the **policy**, then anything that any of the other **insureds** say, do or omit to advise applies to and affects the rights to all of the **insureds**, unless **we** expressly state this is not the case in a term.

Marine Insurance Act

To the extent this insurance is considered to be a contract of marine insurance covered by the Marine Insurance Act 1909 (Cth), that Act and not the Insurance Contracts Act 1984 (Cth) will apply. Under the Marine Insurance Act, a contract of marine insurance is defined as “a contract whereby the insurer undertakes to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure.” Refer to the Act for full details and other provisions which affect this definition.

This is not all you need to know

This only provides some important information to be aware of. **You** must read the **policy** for details of what **your** and **our** rights and obligations are under this insurance.

Words With Special Meaning

The following key words and terms used in the **policy** which appear in **bold** (other than in headings) have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a **policy** section, term or condition.

Accidental/accident/accidentally means a sudden, violent, external, unusual and identifiable specific **event** which happens unexpectedly and is unintended by **you**.

Agreed value means the value of the **nominated item(s)** that **you** and **we** have agreed at the time of insuring **your nominated item(s)**, or at any renewal or variation and which is specified as the **sum insured** in the **policy schedule**. Unless **we** agree otherwise in writing, the **agreed value** shall not exceed the purchase price of the **nominated item(s)** by more than 15%.

Conveyance means any road, rail, ship, vessel, aircraft or postal service transport, including a trailer.

Damage(d) means any physical loss of, physical destruction of or physical **damage** to the **nominated item** or **unspecified item** so as to lessen its value or any physical loss.

Debris means the residue of **damaged nominated item** or **unspecified items** but does not mean material that is itself a pollutant or contaminant.

Enclosed premises means an area either fully or partially enclosed with secure and lockable entry and exit points.

Endorsement means a change in the terms and conditions of this insurance agreed to by **you** and **us**.

Excess means the amount of money specified in the **policy schedule** or otherwise stated in the **policy** that **you** must contribute for all claims arising out of one **event**. Any applicable excess will be advised to **you** before **you** agree to enter into this insurance with **us**.

Event means a single **event** or series of related **events**.

Geographical limits means anywhere in Australia.

Market value means cost to buy an item, of the same or equivalent age, condition, model and make as the **nominated item** or **unspecified item**. In the event of dispute over the **market value** of the **nominated item** or **unspecified item**, where agreed by **you** and **us**, an expert opinion of a valuer, surveyor, repairer (if applicable), or other suitable expert shall be engaged to offer an opinion at **our** cost.

Nominated item or **unspecified item** means the nominated item or unspecified items shown in the **policy schedule**.

Period of insurance means the period commencing on the effective date and ending on the expiry date as shown on the **policy schedule**, unless the **policy** ends earlier in accordance with its terms or law, in which case the **period of insurance** ends at that earlier time. Each renewal gives rise to a new contract and new **period of insurance** which is separate to any prior **period of insurance**.

Policy means this document, the **policy schedule** and any **endorsement(s)** or other document issued by **us** in writing **we** agree with **you** will apply (which might amend the standard terms of this document).

Policy schedule means the document of that name that **we** issue to **you**, whether for the first **period of insurance** or on any renewal of the contract or variation by way of **endorsement**, that specifies the **policy** number and other details of the cover provided by this **policy**.

Reinstate/reinstatement means to restore that part of:

1. the **nominated item** or **unspecified item** that is **damaged**; and
2. any undamaged part of the **nominated item** or **unspecified item** which has been dismantled,

but is not better or more extensive than its condition at the time of the damage, taking into consideration age, condition, depreciation and remaining useful life.

Replace/replacement means the cost to replace the **nominated item** or **unspecified item** with a new **nominated item** or **unspecified item** that has similar function, output and construction to that of the original **nominated item** or **unspecified item**, but is not better or more extensive than its condition at the time of the damage, taking into consideration age, condition, depreciation and remaining useful life.

Sea means all oceans, seas, bays, ports or tidal waters within Australia.

Sum insured means the **agreed value** of the **nominated item(s)** and the declared value of the **unspecified item(s)** stated in the **policy schedule**, the **policy** or any **endorsement** in relation to the relevant **nominated item(s)** or **unspecified item(s)**.

Terrorism means any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

Theft means theft or attempted theft.

Third party beneficiary/ies means persons who are not contracting parties to the **policy** but to whom the benefit of cover is extended by reason of Section 48 of the Insurance Contracts Act 1984) (Cth) that:

- are expressly specified in the **policy** as a person or type of person to which the benefit of cover is extended; or
- are listed in the **policy schedule** as “**third party beneficiaries**”,

unless otherwise excluded, but only to the extent of their interest specified. See “**Third Party Interests**” clause for details on the rights and obligations of **third party beneficiaries** on page 20.

Total loss means:

- a loss that occurs when the **nominated item** or **unspecified item** is destroyed or damaged to such an extent that it can be neither recovered nor repaired for further use or is irretrievably lost; or
- the estimated cost of **reinstating**:
 - the **nominated item** exceeds the **agreed value**; or
 - the **unspecified item(s)** exceeds the **market value** of the **unspecified item(s)**.

Unspecified item means the unspecified item(s) stated on the **policy schedule**.

We, our, us, Insurer, BHSI means Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ABN 84 600 643 034, AFS License No. 466713 in its own capacity and when acting through its agent SURA Pty Ltd ABN 36 115 672 350, AFSL 294313 trading as SURA Marine (SURA Marine).

You, your, yours, insured means the person(s), companies or firms named on the **policy schedule** as the “named insured” who have entered into the **policy** with **us**. They are the contracting **insured(s)**.

What We Cover

The following covers described below are subject to the operation of the other terms and conditions (including limits, **excess** and exclusions).

For all covers the **event** giving rise to the relevant **damage** or loss must also occur:

- within the **geographic limits**; and
- during the **period of insurance**.

We will settle a valid claim in accordance with the “**How We Settle A Claim**” clause on page 13. This sets out matters such as:

- the basis on which **we** may **reinstate, replace** or pay **you** an amount up to the **market value** or **agreed value** amount (as applicable) for the **nominated item** or **unspecified item**;
- any **excesses you** must contribute yourself; and
- some of the limits (or sub limits) that apply.

Transit Cover (Automatically Included)

We cover **you**:

- for **damage** to **nominated items** or **unspecified items** in transit by a **conveyance** caused by:
 - accident;
 - the deliberate act of a third party; and/or
 - for transit by **sea** by jettison or as a result of general average sacrifice.
- where the transit by a **conveyance** is by **sea**, for general average and salvage charges incurred by **you** in relation to the **nominated item** or **unspecified items**, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding the **damage** covered by the **policy**.

The **event** giving rise to the **damage** or loss must occur while in transit by a **conveyance** during the **period of insurance** and within the **geographical limits** noted in the **policy schedule**.

Static Risks Cover (Optional)

The following optional Static Risk Cover only applies where specified as applicable in the **policy schedule**. The cover only applies to the extent the **damage** or loss is not otherwise covered under the Transit Cover.

We cover **you** for **damage** to **nominated item** or **unspecified items** whilst in the **geographic limits** caused by:

- **accident**; or
- the deliberate act of a third party.

Automatic Extensions to Transit Cover Only

Transit by third parties

Cover is automatically extended for the **nominated item** or **unspecified items** being conveyed to their intended destination in or on the **conveyance** while in the care custody or control of a person other than **you** (such as carriers, freight forwarders, airlines or shipping companies).

Automatic Extensions to Transit Cover or Static Risks Cover

Removal of debris/clean up costs

Where **we** approve a valid claim made under the above Transit Cover or applicable Static Risk Cover, **we** cover **you** in relation to the covered **event** for all costs and expenses necessarily and reasonably incurred in:

- unloading, removing and disposing of the relevant **damaged** or destroyed **nominated item** or **unspecified items**; and
- clean up of **debris** on the site where the covered **event** occurred.

This cover is subject to a limit of \$5,000 for any one covered **event** giving rise to a claim unless otherwise specified in the **policy schedule** and (to the extent permitted by law) provided the costs are not recoverable under any other policy of insurance.

Loading and unloading risks

Cover is extended for insured events which occur while loading and unloading the **nominated item** or **unspecified items** as follows:

- cover commences when a **nominated item** or **unspecified item** is first moved from the situation it is stored at for the specific purpose of loading onto the conveyance to be conveyed to a destination other than the situation it is stored at (intended destination); and
- cover ends when the **nominated item** or **unspecified item** is last moved when being delivered at the intended destination by the **conveyance** but not exceeding 72 hours after unloading from the **conveyance**.

Temporary cover for addition of new items

We will provide temporary cover for a maximum 60 consecutive days, for any additional or replacement items purchased, leased, borrowed or hired by **you** (and for which **you** are legally liable) during the **period of insurance** provided that:

- the item is of a similar type and kind to a **nominated item** or **unspecified item** covered under the **policy** at that time;
- **you** pay or agree to pay **us** any additional premium that **we** would have charged for that item had it been added at the time it was purchased, leased, borrowed or hired by **you**; and
- the **excess** shall be the same as that applicable to items of similar type and kind currently insured under the **policy**.

Cover will not exceed the lesser of \$5,000 or:

- the **market value** of the **unspecified item(s)**, unless **we** have agreed otherwise with **you** and an alternative **sum insured** is shown in the **policy schedule**; or
- the **agreed value** of the **nominated item(s)** unless **we** have agreed otherwise with **you** and an alternative **agreed value** is shown in the **policy schedule**.

Cover on the item ceases 60 consecutive days from the date the item was purchased, leased, borrowed or hired by **you**.

If cover is to continue on the item:

- **you** must give **us** full details of the item during the 60 consecutive day temporary cover period;
- **you** must obtain **our** agreement to cover **your replacement** item; and
- **you** must pay or agree to pay any extra premium **we** require.

General Exclusions – When You Are Not Covered

Please note: other exclusions may apply under the policy – for example in an **endorsement**. If an exclusion applies **we** may refuse or reduce what we pay in relation to a claim and/or cancel **your** policy, subject to relevant law. See in particular, “**When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim**” on page 19 and “**Cancellation**” on page 16 for further information.

The **policy** does not cover loss of or **damage** to the **nominated item** or **unspecified items** or liability or expense:

Electrical, mechanical and electronic failure

caused by electronic, electrical or mechanical failure where there is no external visible evidence of **damage** from an **event** covered by the **policy**.

Theft without forcible and violent entry

caused by **theft** from unattended road transport vehicles or their carrying compartments where there is no visible evidence that the **theft** has resulted from:

- forcible and violent entry, or
- violent force in breaking or circumventing security devices.

Lawful seizure, confiscation, expropriation

caused by the lawful seizure, confiscation, nationalisation or requisition of the **nominated item** or **unspecified items**.

Radioactive contamination

directly or indirectly caused by or contributed to, by or arising from:

- ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- any chemical, biological, bio-chemical and electromagnetic weapons.

Terrorism

directly or indirectly caused by or contributed to, by or arising from **terrorism**, and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived **terrorism**, unless caused by a terrorist or any person acting from a political motive while the **nominated item** or **unspecified items** are aboard a **conveyance**.

War

directly or indirectly caused by or contributed to, by or arising from war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or **damage** by or by the order of any government, public or local authority unless the **nominated item** or **unspecified items** are aboard a conveyance.

Theft in the open air

caused by **theft** from any yard or other open space, or any veranda, pergola, carport or other open sided structure which cannot be fully enclosed by the use of doors and/or windows unless there has been a threat of immediate violence or violent intimidation.

Employee theft

theft by employees.

Consequential loss

loss of use, loss of earning capacity and any consequential financial loss of any kind.

Atmosphere

caused by the action of light or atmospheric conditions or gradually developing conditions.

Dishonesty

caused by the dishonesty of **you** or others to whom **nominated item** or **unspecified items** may be delivered, entrusted, loaned or rented.

Unexplained losses

caused by any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods.

In use sporting equipment

caused to sporting equipment while in use.

Operating insured boat or motor vehicle/cycle/ go-kart/helicopter

caused while an insured boat or helicopter is being operated or motor vehicle/cycle/go-kart is being towed or being moved on its own wheels or under its own power.

Sanctions limitation and exclusion clause

where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

Other insurance

to the extent permitted by law, the **policy** does not cover any loss, liability, **damage** or expense which is insured or would, but for the existence of or cover provided under the **policy**, be insured by any other policy or policies (whether such insurance is primary, excess, contingent or on any other basis and regardless of the nature, kind, date of issue or limits of such other insurance). The intent is that the **policy** shall not be drawn into contribution with such other insurance.

Where the above clause is not effective, if at the time of any claim there is other insurance covering the same risk or any part thereof, **we** shall not be liable for more than **our** rateable proportion thereof.

How We Settle A Claim

Basis of Claim Settlement

Subject to the other provisions of this section “**How We Settle A Claim**” and subject to the other policy terms, in settling any valid claim under the **policy we** will, at **our** option (to be exercised reasonably):

for a total loss:

- a) pay the **agreed value** of the **damaged nominated item** specified in the **policy schedule**;
- b) pay the **market value** of the **damaged unspecified item(s)**, but no more than the **sum insured** stated against the **unspecified item(s)** in the **policy schedule**,

subject to any relevant limit or sub limit specified to apply in relation the item in the **policy**, whichever the lesser.

We will not pay for any unrepaired **damage** in addition to the **market value** or **agreed value**.

Where **we** pay **you** for a **total loss**, **you** agree that **we** are entitled (but not obliged) to take ownership of any salvage or remaining **nominated item** or **unspecified items** or parts thereof.

for a partial loss:

- a) **replace** or **reinstate** any **damaged nominated item** or **unspecified item** (or items) and any **damaged unspecified item(s)**;
- b) pay the lesser of the **agreed value** or **market value** of the **damage** to **replace** or **reinstate** any **damaged nominated item** or **unspecified item** (or items) and any **damaged unspecified item(s)**,

subject to any relevant limit or sub limit specified to apply in relation the item in the **policy**, whichever the lesser.

We will not pay for any unrepaired **damage** in addition to the **market value** or **agreed value**.

The applicable **excess** will be deducted from the claim settlement as well as any overdue premium amounts.

Multiple items/pairs and sets/alterations

In settling a valid claim:

- for multiple **nominated items** or **unspecified items** included in a single **sum insured**, **we** may pay the claim using a combination of the above options.
- for any part of a pair, set or collection: **we** will not pay more than the **agreed value** for **nominated items** or **market value** for **unspecified items** of the part which is lost or **damaged**. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.

- **we** will not be responsible for the cost of any alterations, improvements or overhauls carried out in the course of repair or **replacement** resulting from the insured **event** the subject of the valid claim.
- where the **damage** is confined to part of an insured item, **we** will cover **you** in respect of that part only plus the costs of any undamaged part of the **nominated item** or **unspecified item** which has been dismantled to enable the restoration of the **damaged nominated item** or **unspecified item** and necessary dismantling and reassembling.

Brands/labels

In the event of **damage** of **nominated item** or **unspecified items** bearing embossed or indented brands or labels or other permanent markings identifying **you** as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the **damaged nominated item** or **unspecified items** may be retained by you to dispose of as **you** see fit provided a reasonable salvage allowance is agreed for the value of the **damaged nominated item** or **unspecified items** and this allowance is deducted from the claims settlement.

Where only the labels of the **nominated item** or **unspecified items** are **damaged** by the insured **event**, the amount payable by **us** is limited to the reasonable cost of reconditioning and relabelling, subject to **our** liability not exceeding the **market value** of the **nominated item** or **unspecified items**.

Compensation from other parties (waiver of rights)

Where another party is liable to compensate **you** for any **damage** or loss which is covered by the **policy** but where **you** have agreed not to seek recovery of any monies from that party, then **we** will not provide cover under the **policy** for the amount of such **damage** or loss for which recovery rights have been waived by you, and may reduce **our** liability under the **policy** as permitted by law.

Per item limitation

The claim settlement for any **nominated item** or **unspecified item** that does not have an individual specified **sum insured** listed next to it in the **policy schedule** but is within a class of **nominated item** or **unspecified item** that is subject to a total value **sum insured** for all such **nominated item** or **unspecified items** of that class, will be limited to \$500 or any other amount shown in the **policy schedule** for that class in which case the amount shown in the **policy schedule** will apply.

Sums insured

The **sums insured** apply to **damage** caused by any one **event** or series of **events** caused by the one occurrence.

Underinsurance

If the **market value** of all of the **unspecified item(s)** covered under the **policy** at the time of loss or **damage** is higher than the **sum insured** specified in the **policy schedule**, **we** may pay **you** an amount less than the **sum insured** in accordance with the provisions of the Marine Insurance Act 1909 (Cth) and the Insurance Contracts Act 1984 (Cth) (as applicable) and otherwise **we** agree to pay **you** as provided below.

For **partial losses** on a **nominated item** for which an **agreed value** is individually specified – If the value of the **nominated item** at the time of the happening of the insured **event** is greater than the agreed value in respect of that item, **you** will only receive cover for the proportion of the **damage** that the **agreed value** of that item bears to the **market value** of that item.

For any **unspecified item(s)** listed in the **policy schedule** **you** will only receive cover for the proportion of the loss or **damage** that the total **sum insured** bears to the total value of all **items** insured.

We will not pay for **damage** to **nominated item** or **unspecified items** covered by the **policy** under more than one cover of the **policy** in respect of the same item and occurrence.

What You must Pay if You make a Claim

You must pay an **excess** as a contribution to **Your** claim that the **policy** states applies to the claim.

Limits and sub-limits of liability and **sums insured** apply in addition to, and are not reduced by, the amount of any applicable **excess**.

If more than one **excess** is payable under the policy for any claim or series of claims arising from the one **event** **you** must pay the highest applicable **excess**, but **you** pay only one **excess**.

For all claims other than a claim for **theft** of **nominated item** or **unspecified items** left in or on trailers detached from a vehicle below, the standard **excess** specified in the **policy schedule** applies unless the **policy schedule** states otherwise.

Where the “**Theft from open air**” cover option is shown as being insured in the **policy schedule** and there is a valid claim for **theft** of **nominated item** or **unspecified items** left in or on a trailer detached from a **vehicle** the **excess** payable for such a claim is:

- trailers parked on-street: 25% of the amount of the claim covered by the **policy**;
- trailers parked off-street: 10% of the amount of the claim covered by the **policy** or \$1,500 whichever is higher; or
- trailers parked in a fully enclosed building: standard **excess** specified in the **policy schedule**,

unless and to the extent expressly amended in the **policy schedule**.

For the purposes of this **excess** clause, “**street**” means a road designated by the applicable authority as a public road.

Making A Claim

Please note: If **you** don't meet **your** obligations under the policy terms **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your** policy, subject to relevant law. See in particular, "**When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim**" on page 19 and "**Cancellation**" on page 16 for further information.

What You must Do When an Event Occurs that May Result in a Claim Under the Policy

If there is any loss or **damage** which may result in a claim under the policy, **you** must:

- inform the police as soon as reasonably possible of any malicious **damage**, **theft**, attempted **theft** or loss of property and best endeavours are to be made to obtain a crime reference number.
- advise **us** as soon as possible, telling **us** how the **damage**, loss or liability occurred and give **us** all the reasonable information, proof and assistance **we** may require to prosecute, defend or settle **your** claim.
- take all reasonable measures to avoid or minimise any loss, **damage** or expense (including all reasonable action to recover lost or stolen property). **You** must not authorise the repair or **replacement** of anything without **our** prior written consent unless for safety reasons or to minimise or prevent further imminent **damage** or liability.
- not:
 - admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
 - offer or agree to settle any claim;
 without **our** written consent.
- ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.
- keep evidence of any **damage** to the **nominated item** or **unspecified item** or other loss.
- inform **us** if your **nominated item** or **unspecified item** is insured under any other insurance and if there is any other insurance **you** have or could benefit from that may pay or partially pay the claim and details in relation to this insurance **we** may reasonably require.
- give **us** notice, as soon as reasonably possible, of the commencement of any legal proceedings against **you**.
- otherwise give **us** all information and assistance which **we** may reasonably require, including any details **we** may request regarding any pre contractual disclosures or representations made by **you**.

Our Right of Recovery

We have the right to recover from any person against whom **you** may be able to claim to the extent of **your** loss or **damage** **we** cover **you** for. **We** will have full discretion in the conduct, settlement or defence of any claim in **your** name. **We** will act reasonably having regard to **your** interests and will keep you informed if **you** ask **us** to. The amount recovered will be applied in accordance with the **Subrogation** clause below.

You must cooperate with **us** and provide reasonable assistance to **us** in any recovery action we may take.

Subrogation

Where a recovery is obtained from a carrier or other third party, such recovery shall be apportioned between **you** and **us** in the same proportion as **we** have each borne such loss.

Fraud

If any claim in whole or part is fraudulent or false in any respect **we** may be entitled to avoid paying the claim or reduce the amount of the claim settlement. In some circumstances **we** may also be able to cancel **your** policy.

General Terms And Conditions

Please note: If **you** don't meet **your** obligations under the policy terms **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your** policy, subject to relevant law. See in particular, "**When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim**" on page 19 and "**Cancellation**" on page 16 for further information.

Things You must Do During the Period of Insurance

You must:

- If **you** become aware of any changes to the facts or circumstances which existed when this insurance commenced that **you** know or ought reasonably to have known is relevant to **our** decision to insure **you** and the terms on which **we** will insure **you** (for example, ownership of the **nominated item** or **unspecified items** or changes in total value of class **nominated item** or **unspecified items**) or other circumstances that affect the situation or property insured, **you** must notify **us** in writing as soon as reasonably possible.

If **we** agree to the change **we** will do so in writing and **you** must pay **us** any additional premium **we** require.

We may cancel **your** policy if there is a change and **we** can't reach an agreement with **you** on altered terms and conditions or premium or **we** are no longer prepared to insure **you** because there has been a material change to the risk.

- If **you** want to make a change to the policy (for example to increase **your** sums insured or to take out additional cover options that may be available), contact **us** and the change only becomes effective if and when **we** agree to it in writing. **We** give **you** a new **policy schedule** detailing the change.
- comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.
- take all reasonable care to prevent or minimise loss, destruction, expense, or **damage** covered by the **policy**.

Premium

Where **we** have agreed to issue cover, **we** do so in return for **your** paying or agreeing to pay **us** the premium in a lump sum annually by the due date we tell **you** when **you** apply. It includes an amount to take into account any taxes and government charges which will be shown on **your policy schedule**. It is also based on what **we** consider to be the likelihood of a claim being made on **your policy** and other commercial factors. The factors, and the degree to which they affect **your** premium, will depend upon the information **you** provide to **us** and can change on renewal. The factors include (amongst others):

- value of items or declared value.
- **sum(s) insured**
- cover options selected.
- the type of items **you** wish to insure.
- **your** claim history and experience.

Minimum premiums can apply. Discounts/ entitlements may also apply to the base premium calculated prior to any taxes being added if **you** meet certain criteria **we** set. These may be rounded up or down by **us** and only apply to the extent any minimum premium is not reached. If more than one can apply **we** apply each in a predetermined order to the premium (excluding taxes and government charges) as reduced by prior applied discounts/entitlements.

You can ask **us** for further information if **you** need to.

If **you** do not pay **your** premium by the due date, the policy may be cancelled and **you** may not be able to make a claim. **We** will send **you** a notice advising **you** of cancellation.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

Cancellation

Cancellation by you

To the extent your cooling off rights do not apply (see page 5), **you** may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation. Cancellation will take effect from the date **your** notice is received by **us** or any other date if mutually agreed. If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

Cancellation by us

We may cancel the policy pursuant to any right at law by giving **you** written notice to that effect. Where the Insurance Contracts Act 1984 (Cth) applies, this includes where:

- **you** have:
 - failed to comply with the duty of utmost good faith;
 - failed to comply with **your** to take reasonable care not to make a misrepresentation to us before **we** entered into the policy;
 - failed to comply with a provision of the policy, including a provision with respect to payment of the premium;

- made a fraudulent claim under the policy or any other policy of insurance (whether with us or some other insurer) that provided insurance cover during any part of the period during which the policy provides insurance cover; or
- failed to notify **us** of any specific act or omission or failure that has occurred after the Policy is entered into where notification is required under the terms of the policy.
- the effect of the policy is to authorise **us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **you** or of some other person and, after the policy was entered into, such an act or omission or failure has occurred.

When **we** cancel the policy, it will have effect from whichever of the following times is the earliest (unless **we** tell **you** otherwise in **our** cancellation notice):

- the time when another policy of insurance replacing the policy is entered into; or
- 4 o'clock in the afternoon of the third (3rd) business day after the day on which notice was given to **you** unless the policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4 o'clock of the fourteenth (14th) business day after the day on which notice was given to **you**.

Effect of cancellation

Your policy with **us** ends from the time of cancellation. **You** will not have cover for events occurring after that time.

However, cancellation of this insurance by **us** or **you** does not affect the treatment of any claim for an **event** that happened happening before cancellation.

Premium refund

If **you** or **we** cancel the policy **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your period of insurance** is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy we** cannot recover.

However, in the event that **you** have made a total loss claim under the policy and **we** have agreed to the claim no return of premium will be made.

Consumer Insurance Contract Opt-in notice

Where the Insurance Contracts Act 1984 (Cth) applies to this insurance, it is a consumer insurance contract under that Act.

Precontractual Obligations Regarding Disclosure and Representations

Your duty to take reasonable care not to make a misrepresentation to us

The following obligation applies where the Insurance Contracts Act 1984 (Cth) applies to this insurance.

What is the duty?

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

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, 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**.

Your Duty of Disclosure

The following applies where the Marine Insurance Act 1909 applies to this insurance.

Before **you** enter into an insurance contract **you** must disclose to us every material circumstance which is known to **you**, and **you** are deemed to know every circumstance which, in the ordinary course of business, ought to be known by **you**.

A "material circumstance" is one which would influence the judgement of a prudent insurer in fixing the premium, or determining whether it will take the risk.

In the absence of inquiry the following circumstances need not be disclosed, namely:

- any circumstance which diminishes the risk;
- any circumstance which is known or presumed to be known to **us**. **We** are presumed to know matters of common notoriety or knowledge, and matters which an insurer in the ordinary course of its business, as such, ought to know;
- any circumstance as to which information is waived by **us**;
- any circumstance which it is superfluous to disclose by reason of any express or implied warranty.

Whether any particular circumstance, which is not disclosed, be material or not is, in each case, a question of fact. The term circumstance includes any communication made to, or information received by, **you**.

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

If **you** fail to make such disclosure **we** may treat the contract as if it never existed.

Subject to the above circumstances which need not be disclosed, where this insurance is effected for **you** by an agent, the agent must disclose to **us**:

- every material circumstance which is known to them, and an agent to insure is deemed to know every circumstance which in the ordinary course of business ought to be known by, or to have been communicated to, them; and
- every material circumstance which **you** are bound to disclose, unless it come to **your** knowledge too late to communicate it to the agent.

Under the Marine Insurance Act 1909 (Cth) **you** also have obligations not to make certain misrepresentations to **us**. If **you** make a relevant representation that is untrue **we** may refuse to pay a claim and treat the contract as if it never existed. Refer to the Act for more detail.

When We can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may refuse to pay or reduce the amount **we** pay under a claim to the extent permitted by law. The situations in which **we** may refuse to pay or reduce the amount **we** pay under a claim under the **policy** include (but are not limited to):

- when **you** apply for cover (this includes new business, variations and renewals) and **you** have made a misrepresentation in breach of the duty to take reasonable care not to make a misrepresentation to us under the Insurance Contracts Act 1984 (Cth) or Marine Insurance Act 1909 (Cth) as applicable – see above for details and our rights in this regard.
- if **you** do not comply with or meet a term or condition (including where an exclusion applies or other limitation) of the policy (All referred to as “terms” when used below and in this document) – See “If **you** do not comply with or meet any policy term” below for more detail.
- if **you** make a fraudulent claim – See “Fraudulent Claims” below.
- where **you** have not or are not acting in accordance with **your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – or Marine Insurance Act 1909 (Cth) as applicable – See Duty of Utmost Good Faith below.

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) or **excess(es)** that apply and recoveries **you** or **we** might make relevant to a loss. The **policy** sets out the relevant limits and **excess(es)** and when they apply to a claim.

If you do not comply with or meet any policy term

We will only rely on any rights **we** have regarding the operation of or breach of a term of the **policy** to the extent permitted by law (including **our** right to refuse or reduce a claim noted above). **We** provide some key examples below. **You** need to seek **your** own advice regarding all relevant legal rights **you** may have.

Terms allowing us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into

Where the Insurance Contracts Act 1984 (Cth) is applicable, subject to **our** rights in relation to Fraudulent claims explained below under that Act, by reason of section 54, where the effect of the **policy** (this includes all **terms** or conditions, including any exclusion or other limitation) is to allow **us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **you** or some other person that occurred after the **policy** was entered into, **we** will exercise **our** rights under the **policy** as explained below (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by **you** or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the **policy** or of allowing the state or condition of that subject-matter to alter.

How **we** exercise **our** rights where section 54 applies (unless there is a Fraudulent claim)

- Where:
 - the act was necessary to protect the safety of a person or to preserve property;
 - it was not reasonably possible for **you** or the other person not to do the act; or
 - **you** prove no part of the loss that gave rise to the claim was caused by the act,

we will not refuse to pay or reduce the claim by reason only of that act.

- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy** but **you** prove that some part of the loss that gave rise to the claim was not caused by the act, **we** may not refuse to pay the claim, so far as it concerns that part of the loss but,

we can reduce **our** liability in respect of the claim by an amount that fairly represents the extent to which **our** interests were prejudiced as a result of that act.

- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**, **we** may refuse to pay the claim.

Terms allowing us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **policy**:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into **you** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in the **policy** that has the effect of limiting or excluding **our** liability under the contract by reference to the condition, at a time before the **policy** was entered into, of the thing. This does not apply if the **policy** is in an excluded class of insurance to which section 46 does not apply. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Fraudulent Claims

Where the Insurance Contracts Act 1984 (Cth) applies, where a claim is made fraudulently under:

- the policy; or
- that Act against **us** by a person who is not the **insured**,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Where the Marine Insurance Act applies, where a claim is made fraudulently under the **policy**, **we** may refuse payment of the claim and/or avoid the **policy** to the extent permitted by law.

Duty of Utmost Good Faith

Where the Insurance Contracts Act 1984 (Cth) applies:

- Section 13 of that Act requires each party to the policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- Section 14 of that Act provides that if reliance by a party to the **policy** on a provision of the **policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Where the Marine Insurance Act 1909 (Cth) applies, a contract of marine insurance is a contract based upon the utmost good faith, and, if the utmost good faith be not observed by either party, the contract may be avoided by the other party.

Terms Apply to Extent Enforceable

A term of the **policy** will be applied to the extent it is not unenforceable under relevant law.

Renewal Procedure

Before the end of **your period of insurance** we'll send **you** a notice advising if **we** are prepared to renew this insurance and if so on what **terms**, including the cost. It is important to read this document as things can change.

If **you** don't want to take up the renewal offer or need to vary it or the information listed, contact **us** before the renewal.

Each renewal is a separate **policy**, not an extension of the prior **policy** and the cooling off period applies on each renewal.

Any optional benefits **you** have been provided with will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

Limits on Assigning Your Rights

You cannot assign any benefits, rights or obligations under **your policy** unless **you** have **our** written permission to do so (such consent not to be unreasonably withheld).

Third Party Interests

You (the **insured**) and **we** are the only parties to the **policy**. No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the **policy**.

The benefit of the cover under the **policy** is extended automatically to **third party beneficiaries** (see definition in "Words with Special meanings"). They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth).

Nothing in the **policy** is intended to give any such **third party beneficiaries** any right to enforce any term of the policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Any person entitled to any benefit under the **policy** that is not **you**:

- has, in relation to their claim, the same obligations to **us** as they would have if they were **you**; and
- may discharge **your** obligations in relation to the loss.

We also have the same defences to an action by such persons as **we** would have in an action by **you** including, but not limited to, defences relating to **your** conduct (whether the conduct occurred before or after the **policy** was entered into).

Such persons have no right to cancel or vary the **policy** or its cover – only **you** (as the contracting party) and **we** can do this. If **we** cancel or vary the **policy** or its cover, **we** do not need to obtain such persons' consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the **policy**. **We** only send notices to **you** who **we** have contractual obligations to under the **policy**.

Neither **we** nor **you** hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

You:

- do not act on **our** behalf in relation to the insurance;
- are not authorised by **us** to provide any financial product advice, recommendations or opinions about the insurance.

Any such person needs to read this document and other documents forming the **policy** carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the terms, conditions, limitations and exclusions of the **policy**.

Any person who may be entitled to a benefit under the **policy** should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by **us** or **our** representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

Updating the PDS

We may need to update the PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example schedules, and/or **endorsements**) to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes. A paper copy will be given, or an electronic copy made available without charge on request.

Confirmation of Transactions Facility

It is a **policy** term that any confirmation of transaction required by section 1017F of the Corporations Act 2001(Cth) in relation to the **policy** will be provided via **our** confirmation facility which is available by contacting **us** via **our Contact Details** in the table at the front of this document.

Your Representative

If **you** want to appoint a representative to act on **your** behalf **you** must provide **us** with reasonable details, including the authority **you** wish to provide to them, but **we** need to consent (such consent not to unreasonably be withheld).

Remuneration may be paid by **us** and in some cases to **your** representatives who arrange insurance for **you**. **You** can ask **us** and them for details.

Notices

We will send all notices in relation to the **policy** to **your** nominated insurance representative until **we** receive written notice to the contrary from **you**.

You or **your** representative will receive **your policy** documents and information electronically (by email).

Any documents sent by email will be considered to have been received by you 24 hours from the time **we** sent them to **your** email address. If **you** or **your** representative do not tell **us** to send **your** documents and information to **you** electronically, then **we** will send them to **you** by post to the mailing address that **you** or they have provided **us**. It is **your** and **your** representative's responsibility to make sure that both the email and mailing address provided to **us** are up to date. This means **you** or they need to let **us** know if the email or mailing address provided changes as soon as reasonably possible.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). It does not apply where the Policy is a contract of marine insurance covered by the Marine Insurance Act 1909 (Cth).

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.

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 <https://insurancecode.org.au>.

Privacy Statement

In this Privacy Statement the use of “**we**”, “**our**” or “**us**” means SURA Marine and the Insurer 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 that **you** provide to **us**.

The Privacy Act 1988 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 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 will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

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 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** will 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 where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Statement.

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** precontractual disclosure and representation obligations.

We will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

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

Complaints and Disputes Resolution Process

Our complaints process

We view seriously any complaint made about **our** products or services and will deal with it promptly and fairly.

If **you** have a complaint, please first try to resolve it by contacting the relevant member of **our** staff.

If the matter is still not resolved, please then contact **our** Internal Disputes Resolution Officer on (02) 9930 9500, or by email at IDR@SURA.com.au or by writing to **us** at the address for SURA Marine given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures.

You can contact **us** if **you** want more information on **our** procedures.

If **you** are not satisfied with the final decision, **you** may wish to contact the Australian Financial Complaints Authority (AFCA).

AFCA

A complaint can be referred to AFCA at any time. The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy **your** concerns, subject to its rules.

For further details **you** can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

PO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au

A complaint can be referred to AFCA at any time subject to its rules. AFCA only considers complaints (otherwise covered by its rules) referred to it within 2 years of **our** final decision, unless AFCA considers special circumstances apply. If AFCA tells **you** that under its rules it cannot assist **you** or consider **your** dispute, then **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

Interpretation

In the **policy**:

- headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
 - a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - “includes” in any form is not a word of limitations; and
 - a reference to “\$” or “dollar” is to Australian currency.

Governing Law and Jurisdiction

The **policy** is governed by the laws of Australia. Any dispute relating to the **policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the **policy** was issued.

Goods and Services Tax (GST)

The amount payable by **you** for the **policy** includes an amount for GST.

When **we** pay a claim, **your** GST status will determine the amount **we** pay.

The amount that **we** are liable to pay under the **policy** will be reduced by the amount of any Input Tax Credit (ITC) that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

You must advise **us** of **your** correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is **your** entitlement to an ITC on **your** premium as a percentage of the total GST on that premium. Any GST liability arising from **your** incorrect advice to **us** of **your** ITC entitlement is payable by **you**.

Where the settlement of a claim is less than the applicable Limit of Liability or the other limits applicable to the **policy**, **we** will only pay the GST (less **your** ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole claim, **we** will only pay the GST relating to **our** share of the settlement for the whole claim **we** will pay the claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to the claim.

GST and ITC have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Financial Claims Scheme

The **policy** may be a protected **policy** under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of the **insurer** becoming insolvent **you** may be entitled to access the FCS, provided **you** meet the eligibility criteria.

More information may be obtained from <http://www.fcs.gov.au/>

NSW

Level 14/141 Walker Street
North Sydney NSW 2060
Telephone: (02) 9930 9500

SURA Marine acts as an agent for Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) and is authorised to arrange, enter into/bind and administer this insurance on their behalf

SURA Marine is a trading name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313

Thank you for receiving this document electronically. SURA Marine supports positive initiatives for our environment.

SMNIIT 4.0 1-2022