



# COMMERCIAL PORTABLE COMPUTER INSURANCE POLICY

## AND PRODUCT DISCLOSURE STATEMENT

### Introduction

This document contains important information designed to help You decide whether to buy Our Commercial Portable Computer Insurance Policy.

### Insurers and the underwriting arrangement

This insurance is provided by The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFS Licence No. 241 436. In arranging this insurance St. George Underwriting Agency AFS Licence No. 236 663 ABN 59 009 357 582 acts as an agent of Hollard and not as Your agent.

### Summary of the available covers

| Cover Type  | Summary of cover (See relevant Section for details, relevant limits, and specific conditions and exclusions that apply)  |
|---|--|
| Section 1 A: Material Damage  | This Section covers You for physical Damage to property insured in the Schedule from most causes whilst the property is in Australia. This section can also be extended to cover the property outside Australia. Read the Exclusions and Conditions to understand what is not covered.                   |
| <b>You can apply to add any of the following covers – You choose what additional covers You need:</b> |  |
| Section 1B: Mechanical, Electrical and Electronic Breakdown   | We provide cover to You for physical Damage to property insured in the Schedule from mechanical, electrical or electronic breakdown which does not arise from an external cause whilst the property is in Australia. Read the Exclusions and Conditions to understand what is not covered.               |
| Section 2: Temporary Hire & Increased Cost of Working   | Coverage is provided to You for the cost to You of hiring a replacement computer while the property insured under Section 1 is being repaired or replaced arising from Damage actually insured by Section 1. Read the Exclusions and Conditions to understand what is not covered.                       |
| Section 3: Rewriting of Records   | This covers You for costs for restoring Damaged records contained in the property insured in the Schedule which are reasonable and necessary and which arise from defined events which cause Damage actually insured by Section 1. Read the Exclusions and Conditions to understand what is not covered. |

UKAWA Pty Ltd ABN 59 009 357 582 trading as  
**St. George Underwriting Agency**  
AFS Licence No 236663

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## ***Understanding Your Policy and its important terms and conditions***

To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- (a) about each of the available covers provided in Sections 1 to 3;
  - (b) the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
  - (c) "Definitions" section - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
  - (d) "Exclusions applicable to all Sections of the Policy" - this sets out the general exclusions and limits that apply to all covers and benefits;
  - (e) "Conditions applicable to all Sections of the Policy" - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim;
  - (f) "Other Information" section – this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
  - (g) the Schedule and any endorsements or other written changes to the cover with which We issue You – these contain specific details relevant to You and can affect the cover.
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### ***Applying for cover***

When You apply for the Policy by completing Our Application We or Our representative will agree with You on things such as: the Period of Insurance; Your premium; what property You want to cover; the limits You want for certain covers (if optional); excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Schedule We issue to You.

The base premium We charge varies according to Your risk profile (e.g. where You live, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges of which We tell You.

This Policy sets out the cover with which We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and You may have to bear the part of any loss for which You are not covered. To avoid this, You should seek to set the Sum Insured for the relevant property being insured at its estimated replacement value, which means replacement with new equipment that is the same as, or will provide the same quality and technological standards as, Your insured property. See the definition of "Sum Insured" in each section of the Policy.

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### ***Cooling-off and cancellation rights***

You have a cooling-off period and cancellation rights under the Policy (see "Conditions applicable to all Sections of the Policy" section for details).

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### ***Basis on which We insure You***

We agree to insure You:

- \* based on the information provided in Your Application and subject to payment of the required premium by the required date.
- \* in accordance with the Policy terms and conditions – Your Policy is made up of Your Application, this Policy document, the Schedule and any written endorsements We issue to You. You should carefully read all of these as if they are one document and keep them in a safe place.

If You require further information about the Policy or wish to confirm a transaction, please contact Us using the contact details on the front cover.

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### ***Information on this Product Disclosure Statement (PDS)***

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation We provide to ensure You are satisfied with the cover You choose. Ask Us if You have any concerns.

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on the telephone number provided on the front cover of this Policy Document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

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# COMMERCIAL PORTABLE COMPUTER INSURANCE POLICY

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**We agree that** during the Period of Insurance stated in the Schedule or any subsequent period for which You will have paid and We will have accepted a premium for renewal of this Policy We will indemnify You against the perils stated in each Section, subject always to the terms, Exclusions and Conditions of the Policy.

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## Definitions

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**"Data Media"** means disks, tapes and the like used for storage of electronic data and the electronic data stored on them, unless specifically excluded.

**"Period of Insurance"** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

**"Policy"** means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form the Agreement.

**"Schedule"** means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply.

**"Sum(s) Insured"** means the sum insured or amount shown in the Schedule for which You have elected to insure.

**"We" "Us" "Our"** means Ukawa Pty Ltd trading as St. George Underwriting Agency acting as an agent of the insurer, The Hollard Insurance Company Pty Ltd.

**"You" "Your" "Yourself"** means the insured named in the Schedule.

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## Section 1A - Material Damage (excluding breakdown)

## Section 1B - Mechanical, Electrical and Electronic Breakdown

(NOTE: Section 1B applies to the property insured under each Schedule only if the Schedule states "Breakdown - Yes".)

This Section covers physical loss or Damage to the property described in the Schedule from whatsoever cause arising whilst the said property is anywhere in The Commonwealth of Australia (except as hereinafter provided).

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## The Compensation for Section 1

Our liability during any one Period of Insurance will not exceed:

1. in respect of each Insured Item the Sum Insured shown against it in the Schedule. In the event of a claim such Sums Insured will for the current Period of Insurance be reduced by the amount of the loss or Damage unless We consent upon payment of additional premium to reinstate such Sums Insured.
  2. in respect of all loss or Damage the Total Sum Insured.
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## Sum Insured for Section 1

The Sum Insured for each and every Insured Item must not be less than the new replacement cost at the commencement of the current Period of Insurance which will mean the cost of replacement of the Insured Item by a new item of the same kind and capacity, including packing, freight and government charges.

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## Co-Insurance for Section 1

PLEASE NOTE THAT THIS CLAUSE IS AN AVERAGE CLAUSE PURSUANT TO SECTION 44 OF THE INSURANCE CONTRACTS ACT 1984. PLEASE READ THIS CLAUSE CAREFULLY AND IF YOU HAVE ANY DOUBTS OR QUERIES ABOUT ITS EFFECT PLEASE ASK FOR AN EXPLANATION.

If at the time of loss or Damage to any Insured Item under the Policy it is found that the Sum Insured is less than 90% of

the New Replacement Cost (as defined under "Sum Insured" above), You will be considered as being Your own insurer for the proportion representing the difference between the New Replacement Cost and the Sum Insured and You will bear a proportionate share of the loss accordingly. If there is more than one Insured Item, every Item described in the Schedule will be separately subject to this provision.

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### ***Basis of Indemnity for Section 1***

Where Damage to an Insured Item can be repaired We will, if liable under this Policy, pay all expenses necessarily incurred to restore the Damaged item described in the Schedule to its former state of serviceability, including freight charges, penalty rates and government charges, to the extent that such expenses have been included in the Sum Insured.

No deduction will be made for depreciation in respect of parts replaced.

All Damage which can be repaired will be repaired, however should the total cost exceed:

- (i) The Sum Insured detailed in the Schedule;
- or
- (ii) (a) For items less than six (6) years old; the cost of replacement of the Insured item by an item of similar function, type, capacity and quality and in a condition equal to, but not better than, the condition of the Insured item when new; or,  
(b) For items six (6) years or older; the cost of replacement as stated in (a) above less depreciation of ten percent (10%) of the cost of Replacement for each year of service (or part thereof) in excess of Six (6) years up to a maximum depreciation of seventy percent (70%);

then the maximum liability under this Section will be the lesser of (i) or (ii).

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### ***Maintenance Agreement for Section 1***

Where the insured equipment is subject to a maintenance agreement this Policy will cover such equipment only if You have fulfilled Your obligations under the agreement.

Where the insured equipment is not subject to a maintenance agreement this Policy will cover such equipment only if You have complied with the manufacturer's recommendations for preventative maintenance.

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### ***Exclusions applicable to Sections 1A and 1B***

We will not be liable for:

1. Loss or Damage arising:
  - (a) from wear and tear, gradual deterioration, moth, vermin, rust, corrosion, oxidisation or any inherent defect in the Property;
  - (b) in connection with the Property undergoing a trade process, cleaning, adjustments, repairs, renovation or maintenance;
  - (c) through theft from any unattended vehicle unless by forcible and violent means which results in physical Damage to the vehicle;
  - (d) through theft from the carrying compartment of any utility, truck or trailer except where entry is gained to such compartment by forcible and violent means which results in physical Damage to the vehicle;
  - (e) as a result of burglary, theft or any attempt thereat by, or in collusion with, any members of Your staff or household or inmates of the premises;
  - (f) from or attributable to wilful misconduct by You;
  - (g) from defects or faults known or which ought reasonably to have been known to You or Your responsible employees at the time of arrangement of this insurance and not disclosed to Us;
  - (h) from delay, detention, penalties, consequential loss or liability of any kind or description whatsoever;
  - (i) from provisional repairs or remedial action unless such repair or action constitutes part of the final repairs and does not increase the total repair cost;
  - (j) from scratching or discolouration of painted or polished surfaces;
  - (k) from atmospheric moisture or temperature;
  - (l) from loss, Damage or destruction of any kind to an Insured Item whilst such item is on hire, rental lease or loan to a party other than You.
2. Loss either by disappearance or by shortage if such disappearance or shortage is not traceable to any event or is only revealed when an inventory is made.
3. Loss or Damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel.

4. Loss or Damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or destruction of or Damage to Property by or under the order of any government or public or local authority.
5. Loss or Damage from any cause whilst an Insured Item is installed or carried in or on any waterborne vessel or craft.

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### *Exclusions applicable to Section 1A only*

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6. The cost of diagnosis or rectification of mechanical, electrical or electronic failure, malfunction or breakdown or for loss or Damage resulting from these causes unless:
  - (i) arising from an external accidental cause; or
  - (ii) fire or explosion ensues in which event We will only be liable for loss or Damage caused by fire or explosion.
7. Loss or Damage from any cause which occurs at Your business premises outside Your normal business hours.

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### *Exclusions applicable to Section 1B only*

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8.
  - (a) Belts, chains, tapes, ribbons, films, filters, worn or spent batteries, glass components, lubricants;
  - (b) Electric heating elements, filaments, fuses, electrical contacts, valves, tubes, picture tubes, globes, light sources;
  - (c) Items for which the manufacturer is responsible either by law or contract.

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### *Excess for Section 1*

You will bear the first \$150 in respect of each and every claim under this Section.

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### *Worldwide Extension to Section 1A*

If the Schedule states "Worldwide - Yes", the cover for the property insured under the Schedule is extended as follows:

The territorial limits of Section 1A only of the Policy are extended to anywhere in the world.  
This extension is subject to the following exclusions and conditions.

#### Exclusion

Damage to equipment caused by or contributed to by baggage x-ray equipment used in any airport, international travel terminal or border-crossing.

#### Condition

It is a condition of this extension that Property Insured shall be carried as cabin baggage on an aircraft.

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### *Section 2 - Temporary Hire & Increased Cost of Working*

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This Section covers interruption of the normal operation of the Portable Computer directly resulting from physical loss or Damage actually indemnified under Section 1A or 1B of the Policy.

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### *The Compensation for Section 2*

We will indemnify You up to but not exceeding the Sum(s) Insured detailed in the Schedule for additional expenditure incurred for the use of substitute Portable Computer equipment to maintain normal business operations during the interruption.

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### *Sum Insured for Section 2*

The Sum Insured must not be less than the amount of expenses which You would have to pay for six (6) months use of a substitute Portable Computer of similar performance to the equipment specified in Section 1 of the Schedule, including personnel and transport costs.

The Sum Insured is the Limit of Indemnity for an interruption of six (6) months duration. The Limit of Indemnity for any one interruption of lesser duration will be the pro-rata proportion of the Sum Insured corresponding to the actual duration of the interruption or the Indemnity Period, whichever is the lesser.

The Total Sum Insured will be the Limit of Indemnity for the aggregate of ALL interruptions during the Period of Insurance.

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### ***Basis of Indemnity for Section 2***

We will pay for all actual expenditure of the nature detailed in the Schedule which can be proved to have been necessarily and reasonably incurred for the use of a substitute Portable Computer during the period of the interruption over and above the normal expenses which would have been incurred by You in the operation of the Portable Computer insured under Section 1 of this Policy. The Indemnity Period will be deemed to commence as soon as the substitute equipment is in use.

We will be liable for additional expenditure incurred during the actual Period of Interruption up to but not exceeding the Limit of Liability specified in the Schedule and subject to the conditions detailed under "Sum Insured" above.

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### ***Excess for Section 2***

The amount of indemnity or otherwise payable by Us under this Policy will be reduced by an excess which corresponds to two (2) days claimable value. The excess is calculated by multiplying the actual average daily indemnifiable loss suffered by the Insured by two.

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## ***Section 3 - Rewriting of Records***

This Section covers sudden and unforeseen loss of, or Damage to, any part of the Data Media detailed in the Schedule arising from any cause whatsoever other than those:

- (a) excluded under Section 3 of this Policy, or,
- (b) not covered under Sections 1A or 1B of this Policy:
  - (i) by virtue of exclusions therein, or,
  - (ii) by cover thereunder not being issued.

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### ***The Compensation for Section 3***

We will pay for such loss or Damage in respect of each of the Data Media up to but not exceeding the Sum(s) Insured detailed in the Schedule.

The insurance applies whilst the Data Media is contained within the Insured Items specified in Section 1 of the Schedule, or whilst contained on disks or tapes for backup storage purposes, anywhere within the territorial limits of the Policy unless specifically excluded herein.

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### ***Sum Insured for Section 3***

The Sum Insured must not be less than the new replacement cost of the Data Media, together with the estimated cost of re-collection and preparation of data in the appropriate form, including any necessary additional expense for the hire of personnel, premises or data preparation machines.

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### ***Basis of Indemnity for Section 3***

We will pay for:

- (i) the actual cost of replacement of lost or Damaged Data Media by new unused materials;
- (ii) any expenses, including the cost of penalty rates, which can be proved to have been incurred by You strictly for the purpose of restoring the Data Media by reproduction of data or information in a condition equivalent to that existing prior to the occurrence of loss or Damage and necessary to allow operation of the Electronic Data Processing System to be continued in the normal manner.

Lost data or information may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

We will only be liable for costs and expenses incurred within a period of six (6) months following the occurrence of

indemnifiable loss or Damage.

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### *Exclusions applicable to Section 3*

1. We will not be liable for a Computer Virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computed system operation.
2. We will not be liable for replacement or repair of any hard disk drive.
3. We will not be liable for replacement of software for which a license is required by You, including the cost of installation and setup.

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### *Excess for Section 3*

You will bear the first \$150 in respect of each and every claim under this Section.

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### *Exclusions applicable to all Sections of the Policy*

1. We will not be liable for any consequential loss except as specifically provided for under Section 2 (Temporary Hire).
2. Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed as follows: this Policy does not cover any loss or Damage of whatsoever kind arising directly or indirectly out of:
  - (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA.
  - (b) error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
  - (c) total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or all, or
  - (d) any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such loss or Damage is a direct consequence of otherwise insured physical Damage and provided that Rewriting of Records (Section 3) is insured by this Policy.ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
3. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

For the purpose of this exclusion Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

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### *Conditions applicable to all Sections of the Policy*

1. On the happening of any loss or Damage You will forthwith give notice thereof to Us, and will within 30 days after the loss or Damage, or such further time as We may in writing allow, deliver to Us a claim in writing for the loss or

Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged or destroyed, and the amount of the loss or Damage thereto respectively, having regard to their value at the time of the loss or Damage, not including profit of any kind.

2. You, on becoming aware of any loss or Damage in respect of which a claim is or may be made, will take all practical steps to trace and recover any Property missing and in the event of theft or Damage to discover the person by whom the Property was stolen or Damaged and to prosecute and obtain the conviction of such person for the offence.
3. We will be entitled in the event of loss, and at Our sole option, to replace any article lost (whether wholly or in part) or to pay cash thereof, not exceeding in any event the insured value thereof. Provided We will not be bound to replace or reinstate any property exactly or completely, but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.
4. If any claim covered by the Policy is also covered in whole or in part by any other insurance, Our liability will be limited to its rateable proportion of such claim.
5. We will be entitled if We so desire to prosecute in Your name for Our own benefit any claim for indemnity and will have full discretion in the conduct of any proceedings and You will give all such information and assistance as We may require.
6. **Cooling-Off Period:** You may return Your Policy (including a renewal) if You are not satisfied with it. To do so, You must write to Us asking to return Your Policy. The letter must be received by St. George Underwriting Agency within 30 days of the date We entered into the Policy with You. St. George Underwriting Agency will cancel it from the time that Your notification is received. This does not affect Your cancellation rights in the Policy.  
However, You cannot return Your Policy if:
  - (a) You have used any right under the Policy (e.g. a claim has been made) or Your rights have ended (e.g. the Period of Insurance has finished); or
  - (b) if it covers an event that will start and end within the 30 day period (e.g. a trip overseas or loading a transportation vehicle) and the event has started.If You exercise Your cooling-off right, We will refund any money that You have paid to Us but We may deduct any government taxes or duties We cannot recover.
7. **Cancellation**
  - (a) You may cancel this Policy at any time by advising Us in writing.
  - (b) We have the right to cancel this Policy where permitted by law. For example, We may cancel this Policy in certain circumstances.  
These include:
    - if You failed to comply with Your Duty of Disclosure; or
    - where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy; or
    - where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium; or
    - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You; or
    - where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
  - (c) If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
  - (d) In the event that You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your property no return of premium will be made for any unused portion of the premium.
8. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, We will refuse payment of such claims.
9. You will exercise all due care and diligence in safeguarding Insured Items and reducing loss under this Policy.



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## *Other Information*

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### *Renewal procedure*

Before this Policy expires We will normally offer renewal by sending a renewal invitation to You advising the amount payable to renew this Policy. Alternatively, We will advise if renewal will not be offered.

It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

### *Your Duty of Disclosure*

We rely on the information You provide Us with, to decide whether to insure You and the terms on which We will insure You. To comply with Your duty of disclosure when first entering into an insurance contract with Us, You must tell Us everything You know and that a reasonable person in the circumstances could be expected to tell Us, in answer to the questions We ask You. This applies to every person insured under the policy.

If You fail in Your duty of disclosure, We may reduce or deny any claim You make or cancel Your policy. If You fraudulently keep information from Us or deliberately make false statements, We may avoid Your contract and treat Your insurance as if it never existed.

To comply with Your duty of disclosure when You vary, renew, extend, reinstate or replace Your policy, You must tell Us everything that You know, and which a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and, if so, on what terms. You do not have to tell Us anything that is common knowledge that We should know through Our business, that reduces the risk of a claim or that We tell You We do not need to know.

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### *How We protect Your privacy*

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. Without this information, We are not able to provide You with the services You require.

If You would like a copy of Our privacy policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

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### *Dispute resolution process – helping You solve any problems*

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance contact Us directly or Your insurance broker if applicable.

If Your concern is still not resolved to Your satisfaction please write to Our Internal Dispute Resolution Committee at:

The Hollard Insurance Company Pty Ltd  
Internal Dispute Resolution Committee  
Locked Bag 2010, St Leonards, NSW 1590  
or email [resolution@hollard.com.au](mailto:resolution@hollard.com.au) or call 02 9253 6600.

Your concern will be investigated by an officer with full authority to deal with the complaint and You will be informed of the outcome within fifteen working days of receiving Your concern. If Your concern still remains unresolved to Your satisfaction or has not been resolved within 45 days, You may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as Our external dispute resolution provider. FOS is an independent body and its service is free to You. FOS can be contacted via:

post GPO Box 3, Melbourne, Victoria 3001  
web [www.fos.org.au](http://www.fos.org.au)  
email [info@fos.org.au](mailto:info@fos.org.au)  
phone 1300 78 08 08

A decision of FOS is binding on Us (up to specified jurisdiction limits). A decision of FOS is not binding on You and You have the right to seek further legal assistance.

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### ***General Insurance Code of Practice***

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the front cover of this document.

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- commit Us to high standards of service;
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100.

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### ***Financial Claims Scheme***

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or the APRA hotline on 1300 55 88 49.

Hollard is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.