

MUSICAL INSTRUMENT & EQUIPMENT INSURANCE

PRODUCT DISCLOSURE STATEMENT



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DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that You know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

What You do not need to tell Us

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

Who does the duty apply to?

The Duty of Disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

What happens if the Duty of Disclosure is not complied with?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

PART A – PRODUCT DISCLOSURE STATEMENT (PDS)

The purpose of the PDS

The purpose of the PDS is to help you understand the insurance Certificate and provide you with sufficient information to enable you to compare and make an informed decision about insurance products. **This PDS covers Musical Instrument Insurance.**

The PDS also sets out the significant features, benefits and risks of this Certificate. You still need to read the Certificate wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared in November 2019.

Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "We, Ours, Us or Underwriters" are the Insurer(s) of this Certificate. You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from A.I.S. Insurance Brokers.

Who is A.I.S. Insurance Brokers Pty Ltd

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as Your Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If you have any concerns about the Certificate, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at 137 Moray Street, South Melbourne VIC 3205

How you contact us

About a claim - please phone our claims department on 03 8699 8888 or email claims@aisinsurance.com.au.

About your Certificate - please contact the person with whom you arranged the Certificate.

Sections

This Certificate provides the following sections;

Section One: Loss of or damage to your Equipment

Significant benefits and features

Section One of our Certificate offers Agreed Value sum insured under 2 sections;

Cover A: Fire & Perils Cover anywhere in Australia or New Zealand

Cover B: Theft (following visible forcible or violent entry), Accidental Loss or Damage and Transit cover for equipment specified anywhere in Australia or New Zealand

You may apply for an extension (for an additional premium) for cover outside Australia and New Zealand.

The Certificate provides the following additional benefits:

- Emergency Hire Costs (limited to 30% of the sum insured)
- Automatic Additions (limited to 10% of the sum insured)
- Hired / Loaned Equipment (limited to \$2,000)

A summary of the Key Benefits and Exclusions of the Certificate is to be found on pages 7 & 8. This summary is not exhaustive and limitations and conditions apply. You still need to read the Certificate wording for a full description of the terms, conditions and limitations.

When Benefits are provided

These benefits, for which you are insured under the Certificate, are payable when:

- your application for insurance has been accepted
- the premium has been paid
- an insured event occurs during the period of insurance causing loss or damage to your property and
- your claim is accepted by us.

Significant risks

The risks associated with your Musical Equipment Insurance include:

- Cover may not be adequate because the type or amount of cover you require does not match the cover provided by your Certificate. For example, you require cover for reduction in value due to repairs but this is excluded under this Certificate.
- We can refuse to pay part or all of a claim if you do not comply with Certificate terms and conditions. If, for example, in applying for this insurance or when making a claim you are not truthful, or do not give us accurate and complete information, or do not tell us something when you should have.
- When we pay an equipment claim, we consider a number of aspects in calculating the amount payable.

These can include:

- the amount of loss or damage
- the excess (If any)
- the sum insured
- the terms and conditions of the Certificate; and
- your taxable status for GST purposes.

The amount you pay for this insurance

The amount we charge you for this insurance Certificate is the total amount of the premium that we calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on your Certificate of Insurance and is the amount you must pay. If you change your cover in any way, you may be required to pay an additional amount or may be entitled to a refund of premium.

How various factors affect your premium

The premium payable by you will be shown on your schedule. We take into consideration a number of factors in setting our premiums. These include, but are not limited to, factors relating to the level of cover provided, the make and model of the insured goods, how the goods are used, the nature of your business and the insurance history of applicants. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and Stamp Duty and where applicable Fire Services Levy.

How to apply for insurance

Complete and submit our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance.

Your duty of disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance cover. Details about disclosure information are shown in the Certificate wording under "Duty of Disclosure".

How to make a claim

If your equipment is lost or damaged during the period covered by this Certificate, there are certain actions that you should take to protect your rights and assist with any claim there may be under this Certificate. These are detailed in Section 5 of the Certificate.

The amount you pay towards a claim

An excess is the first amount that you are required to pay to any claim you make under this Certificate. Any applicable excess will be detailed in the Certificate schedule.

Conditions

You must comply with the following conditions to ensure coverage under the Certificate:

- Do all things necessary to avoid or diminish a loss;
- Maintain the insured property in such order and condition to minimise damage;
- Notify us of any insurance you effect, or have effected, that covers the insured property.

Taxation information

This insurance Certificate is subject to GST. If you are registered for GST purposes, you may be able to claim an Input Tax Credit in respect of the GST we collect from you. For more information on GST please refer to Section 1 of the Certificate. There may be other taxation implications affecting you depending on your circumstances. If you are unsure about the taxation implications of your Certificate you should seek advice from your accountant or tax professional.

Cooling off

You have the right to cancel and return the insurance contract within 14 days of the date it was issued to you (the "cooling off period") unless you make a claim under the contract within the cooling off period. If you cancel it in this time, we will return to you any premium you have paid us. To cancel at other times, please see page 17 of the Certificate.

Code of Practice

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at www.codeofpractice.com.au.

Key Benefits and Exclusions

Primary Benefits

Certificate Section	Insured Event	Exclusions	Benefit Payable
1a	Loss or damage caused by Fire, Lightning, Wind & Water, Explosion, Earthquake or Impact	Loss, damage or expense caused: <ul style="list-style-type: none"> • by spontaneous combustion, or any fermentation or heating or any process involving the direct application of heat • by sea surge, inundation by the sea, tidal wave or high water • by erosion, subsidence, landslide, mudslide, expansion or contraction of the earth or any other earth movement or underground water other than earthquake • by steam or condensation • by water seeping from outside the situation • to property which is permanently stored in the open air 	Up to the sum insured
1b	All risks of loss or damage to the insured property anywhere in Australia (and world-wide if this option is selected) except as specifically excluded;	Loss, damage or expense caused: <ul style="list-style-type: none"> • by theft without visible forcible or violent entry :- <ul style="list-style-type: none"> ○ at the situation where the equipment stored as specified on the Schedule ○ at any other premises where the equipment is temporarily stored notwithstanding Condition 6.4 ○ whilst the equipment is in or on any unattended motor vehicle unless; <ul style="list-style-type: none"> ○ the vehicle is fully enclosed & all doors, windows & other openings, windscreen and boot, if used, are left closed and securely locked, and ○ the equipment is concealed from sight, and ○ the vehicle has been broken into by violent and forcible means, and ○ if left overnight, the vehicle is parked on private property (Motel, Hotel or Club car parks are deemed to be private property whilst on tour); • by any consequential loss whatsoever other than what is provided elsewhere in this Certificate • to an extent greater than the sum(s) insured specified in the Certificate Schedule • to any property which is not specified in the Certificate Schedule as property insured • by your wilful act or with your knowledge or consent • arising from or relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception • arising from the detention, confiscation, destruction or requisition of any property insured by any lawfully constituted authority other than as provided for by this Certificate • by any process of repairing, restoring, dismantling, testing, experimenting or overloading • by actual or attempted kidnapping, bomb threat, threat of contamination, hoax or extortion • by loss or distortion of data information or records contained on data median or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records • to property insured which is permanently stored in the open air • by ordinary wear and tear, scratching or marring; • by natural occurrences to the equipment; • by mould, moths, insects, rats or other vermin; • by faulty materials or faulty workmanship; • by your wilful act or connivance; • by misappropriation or theft by hirers, theft committed by any member of your family or by any person who would benefit by this insurance, or theft by employees or persons to whom the goods have been entrusted; • by unexplained inventory shortage or disappearance resulting from clerical or accounting errors; • by delay, even if caused by an insured event; • when the building containing the equipment has been unoccupied for more than sixty days; • by reduction in value because of repairs; • by loss of tone of any equipment unless directly resulting from visible external physical damage; • by depreciation, loss of market or consequential loss of any description; • by electrical, mechanical, electronic or hydraulic failure or malfunction of the equipment unless it is caused by visible external physical damage; 	Up to the sum insured

		<ul style="list-style-type: none"> • by error or omission in design, plan or specification or failure of design or during testing. • by electronic data loss 	
1 a & b		<ul style="list-style-type: none"> • moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in texture or finish, smut or smoke from industrial operations • wear and tear, fading, gradual deterioration, or developing flaws, normal upkeep or making good • error and omission in design, plan or specification, or failure of design • faulty material or faulty workmanship • fault or defects known to you or your family whose knowledge in law could be deemed to be yours and which was not disclosed to the insurers at the time the insurance was arranged • computer virus • data corruption caused by unauthorised amendment or erasure of data by electronic or non-electronic means 	

Additional Benefits and Exclusions

Additional Benefit	Insured Event	Exclusions	Benefit Payable
1.	Emergency Hire of Equipment - we will pay the cost of hiring similar equipment after a loss	<ul style="list-style-type: none"> • Hire charges after the date of recovery of the insured equipment if it can be used 	The reasonable cost of hiring replacement equipment up to a maximum of 30% of the sum insured of the item.
2.	Automatic Additions – we will insure all similar equipment purchased during the period of insurance.	<ul style="list-style-type: none"> • New equipment with a value exceeding 10% of the sum insured • Equipment for which a receipt cannot be produced. 	Limited to the price paid by the insured for the equipment
3.	Hired/Loaned Equipment – we will insure hired/loaned equipment in your possession that is of a similar nature to the insured equipment	<ul style="list-style-type: none"> • Equipment for which you are not responsible for obtaining insurance; • Hired/loaned equipment with a total value exceeding \$2,000 	\$2,000

Exclusions to all sections

Policy Sections	Exclusion
1, 2 & 3	<ul style="list-style-type: none"> • Extended Radioactive Contamination • War and Civil War Exclusion • Terrorism Exclusion • Sanction Limitation and Exclusion

PART B – CERTIFICATE TERMS & CONDITIONS

Meanings of special words in this Certificate

In this Certificate, certain words have special meanings. They have the same meanings wherever they appear. These words are:

“**You**” or “**Your**” - means the insured(s) or client(s) named in the Schedule of Insurance.

The “**Insured**” means any person or company named in the Schedule

“**Named Insured**” means the person, persons, partnership, company, corporation or other entity specified as the Named Insured in the Schedule

“**Insured’s Business**” means the business which is conducted by the Named Insured:

(a) as specified in the Schedule, and/or

(b) as described in the nature of business/activities/professional services question in the Proposal.

If the Named Insured should change its name and there is no other change which materially alters the risk, the Insured’s Business will continue to be covered by this Certificate.

“**Insurer**” or “**Underwriter**” or “**Lloyd’s Underwriters**” or “**we**” or “**our**” or “**us**” - means Certain Lloyd’s Underwriters C/- AIS Insurance Brokers Pty Ltd ABN 36 543 825 719

“**Certificate of Insurance**” means the document issued by AIS and which principally identifies the client name(s), class of insurance, period of insurance, coverage summary, insured(s), business description, situation, property insured, limits of liability, the Certificate excess, endorsements, Insurer, and Certificate number.

“**Equipment**” means the property insured specified in the Schedule of Insurance.

“**Loss or damage**” means accidental physical loss or damage to your equipment.

“**Period of insurance**” means the period of time that we insure you for under this Certificate and which is specified in the Schedule of Insurance. The period of insurance starts on the “From” date shown in the Schedule of Insurance and ends at 4pm on the “To” date shown in the Schedule of Insurance.

“**Certificate excess**” means the amount specified in the Schedule of Insurance as the amount you will pay towards a claim.

“**Certificate Period**” means the period specified in the Schedule

“**Premium**” means the amount specified in the Schedule or in any endorsement to the Schedule you must pay us for the insurance you select including government charges. The Tax Invoice shows you the details.

“**Sum insured**” means the amount specified against each item of equipment in the Schedule of Insurance.

“**Business**” means the business as stated in the Schedule;

“**Documents**” means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

“**Proposal**” means the written proposal made by the Insured to Us containing particulars and statements which, together with other information provided by the Insured, are considered as incorporated herein.

An Explanation of this Certificate

This Certificate is an insurance contract between you and the Insurer.

This Insurance Certificate consists of:

- your application,
- the Certificate wording,
- your Schedule of Insurance, and
- any endorsement/s.

In summary, this Certificate:

- provides you with the insurance you select (details of which are shown in your Schedule of Insurance), and
- requires you to pay your premium including any relevant government charges.

You must pay your premium by the dates advised to you by our agent, your broker or us;

- when you first take out this Certificate, and
- each year when you accept any offer we may make to renew this Certificate. This is because a renewal is a new contract of insurance with the Insurer.

It is also important that you:

- read your Certificate and Schedule of Insurance carefully, and
- check that the details on your Schedule of Insurance are correct and up to date,
- and keep this booklet and your Schedule of Insurance together in a safe place.

Section 1 - Loss of or Damage to your Equipment

What loss or damage to your equipment is covered?

You can claim for loss or damage to your equipment only if:

- the event occurs during the period of insurance, and
- the loss or damage is caused by one or more of the events we describe in the “We will pay you for” provisions below, and that loss or damage is not excluded by the “General Exclusions” application to Sections 1.

We will pay you for:

Cover A: Fire & Perils

We will indemnify you, up to the sum insured specified for each item specified on the Schedule, in respect of physical loss or damage directly caused by the following events ;

Insured Events

Fire

Lightning

Wind & Water

But excluding

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

loss or damage caused by spontaneous combustion, fermentation, heating or any process involving the application of heat

but not loss or damage

- a. by sea surge, inundation by the sea, tidal wave or high water
- b. by erosion, subsidence, landslide, mudslide, expansion or contraction of the earth or any other earth movement or underground water other than earthquake
- c. by steam or condensation
- d. by water seeping from outside the situation
- e. to property which is permanently stored in the open air

Impact by:

- a. vehicles designed for use on land
- b. animals, excluding animals kept at the situation
- c. a falling tree or part of a tree

Explosion

Earthquake, subterranean fire or Volcanic eruption

Impact by aircraft or articles dropped from them.

The acts of:

- a. persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization
- b. any lawfully constituted authority in connection with the acts referred to in a. above.

Vandalism

loss or damage by any member of your family or any persons to whom you may have loaned the insured property.

Fire extinguishment costs to a maximum of \$5,000 covering :

- a. wages of your employees
- b. the cost of replenishment of fire fighting appliances the cost you are liable for under any Fire Brigade Act or similar legislation, provided always that our liability in respect of these costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the location of the property insured by this section or immediately threatening to involve such property

The cost of removal, storage and disposal of debris as a direct result of an insured event up to a maximum amount of \$5,000

Cover B: Theft, Accidental Damage & Transit Cover for your equipment insured:

We will indemnify you against loss or damage to the equipment specified in your Schedule caused by Theft and Accidental Damage, including whilst in transit, anywhere in Australia & New Zealand

What loss or damage to your equipment is NOT covered?

The exclusions that apply to this Certificate are detailed under Section 1 - "Exclusions applicable to section 1" and under "General Exclusions" applicable to Sections 1.

The conditions that apply are detailed under "General Conditions".

How much will we pay you for loss or damage to your equipment?

Provided that our liability shall in no case exceed the sum insured in respect of each item of the Property Insured described in the Certificate Schedule or any amendment confirmed by us, or in respect of the whole of the total sum insured, plus any Additional Benefits covered by this Certificate.

We will, at our option:

- a) replace the property with new property being the nearest equivalent available
- b) repair the property to a condition equal to but not better or more extensive than its condition immediately prior to the loss
- c) pay you the cost of such replacement or repair, whichever is the less.

Claims Conditions applicable to Section 1

GST settlement provisions

Notwithstanding the payment provisions contained in this Certificate, we will pay you or the third party:

- where you or the third party cannot claim an input tax credit in respect of the cost of repairs
- where you or the third party can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Certificate, less any input tax credits available to you or the third party in respect of the loss.

Additional Benefits (applicable to Section 1)

1. Emergency Hire of Equipment

In addition to the sum insured, we will pay the reasonable cost incurred to hire similar equipment after a loss provided:

- we will not pay the hire charges incurred after the date of recovery of your equipment providing it can be used
- cover will cease upon settlement of the claim
- reasonable costs does not included delay in you providing documentation or information for the claim
- the maximum amount payable under the benefit is 30% of the sum insured of the item

2. Automatic Additions

In addition to the sum insured, we will insure all similar equipment purchased by you during the period of insurance, provided:

- the total sum insured of the new equipment does not exceed 10% of the original total sum insured
- cover under this benefit is limited to the price paid by the insured for this equipment
- a receipt for the original purchase is provided to us in the event of a claim under this benefit

3. Hired / Loaned Equipment

In addition to the sum insured, we will insure hired / loaned equipment of a similar nature to the insured equipment in your possession provided:

- the insured is responsible for insuring them
- the items are not insured under any other Certificate of insurance
- the total value of the hired or loaned equipment in the insured's possession at the time of a loss does not exceed \$2,000.

4. Worldwide Cover

If shown as insured in the schedule, and subject to payment of an additional premium, this Certificate extends to provide cover Worldwide on the items specified, and for the period specified up to a maximum of 90 days in the aggregate for all overseas travel during the policy period.

The following countries will still be excluded should this additional benefit apply:

- all countries on the "Do Not Travel" and "Reconsider Your Need to Travel" lists as detailed by the Australian Government Department of Foreign Affairs and Travel website: <http://www.smarttraveller.gov.au/>

Exclusions applicable to Section 1

There is no cover for loss damage or expense caused:

1. by theft without visible forcible or violent entry :-
 - a. at the situation where the equipment stored as specified on the Schedule
 - b. at any other premises where the equipment is temporarily stored notwithstanding Condition 6.4
 - c. whilst the equipment is in or on any unattended motor vehicle unless;
 - i) the vehicle is fully enclosed and all doors, windows and other openings, windscreen and boot, if used, are left closed and securely locked, and
 - ii) the equipment is concealed from sight, and
 - iii) the vehicle has been broken into by violent and forcible means, and
 - iv) if left overnight, the vehicle is parked on private property (Motel, Hotel or Club car parks are deemed to be private property whilst on tour);
2. by any consequential loss whatsoever other than what is provided elsewhere in this Certificate
3. to an extent greater than the sum(s) insured specified in the Certificate Schedule
4. to any property which is not specified in the Certificate Schedule as property insured
5. by your wilful act or with your knowledge or consent
6. arising from or relating to fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting or induced by deception
7. arising from the detention, confiscation, destruction or requisition of any property insured by any lawfully constituted authority other than as provided for by this Certificate
8. by any process of repairing, restoring, dismantling, testing, experimenting or overloading
9. by actual or attempted kidnapping, bomb threat, threat of contamination, hoax or extortion
10. by loss or distortion of data information or records contained on data median or on any machine when it is property insured and/or the cost of reinstating, replacing, reproducing or restoring such data information or records
11. to property insured which is permanently stored in the open air
12. by ordinary wear and tear, scratching or marring;
13. by natural occurrences to the equipment;
14. by mould, moths, insects, rats or other vermin;
15. by faulty materials or faulty workmanship;
16. by your wilful act or connivance;
17. by misappropriation or theft by hirers, theft committed by any member of your family or by any person who would benefit by this insurance, or theft by employees or persons to whom the goods have been entrusted;
18. by unexplained inventory shortage or disappearance resulting from clerical or accounting errors;
19. by delay, even if caused by an insured event;
20. when the building containing the equipment has been unoccupied for more than sixty days;
21. by reduction in value because of repairs;
22. by loss of tone of any equipment unless directly resulting from visible external physical damage;
23. by depreciation, loss of market or consequential loss of any description;
24. by the cost of reproducing or re-writing electronic or other data, records, and the like;
25. by electrical, mechanical, electronic or hydraulic failure or malfunction of the equipment unless it is caused by visible external physical damage;
26. by error or omission in design, plan or specification or failure of design or during testing.
27. by electronic data loss

We may also refuse to pay if:

- a) you do not do what your duty of disclosure requires you to do (refer to the Product Disclosure Statement), or
- b) in applying for this insurance or when making a claim, you: are not truthful, or
 - have not given us accurate and complete information, or
 - have not told us something when you should have.
- c) you or anyone acting on your behalf uses fraud, or any fraudulent means or devices to obtain any benefit under this Certificate,
- d) you do not at all times take reasonable measures to protect your equipment by minimising the risks of theft, or loss or damage caused by any of the events insured against.

Exclusions specific to Section 1 - Cover A:

There is no cover under Cover A for loss or damage caused by Theft, Accidental Damage & Transit.

Exclusions specific to Section 1 - Cover B:

There is no cover under Cover B for loss or damage caused by

1. fire, lightning, wind & water, impact by vehicles, animals or by falling trees, earthquake, subterranean fire or volcanic eruption, impact by aircraft or objects dropped there from, the acts of persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization, or vandalism.
2. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device
3. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in texture or finish, smut or smoke from industrial operations
4. wear and tear, fading, gradual deterioration, or developing flaws, normal upkeep or making good
5. error and omission in design, plan or specification, or failure of design
6. faulty material or faulty workmanship
7. fault or defects known to you or your family whose knowledge in law could be deemed to be yours and which was not disclosed to the insurers at the time the insurance was arranged
8. computer virus
9. data corruption caused by unauthorised amendment or erasure of data by electronic or non-electronic means
10. loss destruction or damage to any property which is not specified in the Certificate Schedule as property insured

General Conditions Applicable to Section 1

1. Insurer's rights

We shall at all reasonable times have the right to inspect and examine any equipment.

2. Law and Practice

This Certificate is subject to Australian law, including the Insurance Contracts Act 1984. It is also subject to Australian jurisdiction.

3. Your obligation to take precautions

You shall at all times take reasonable precautions to prevent any event or Occurrence which may give rise to liability under this Certificate and take reasonable measures to protect your equipment by minimising the risks of theft or loss or damage caused by any of the events insured against.

4. Other insurance

You must tell us about any other insurance covering the equipment and if the Insured has other insurance that is applicable to the Occurrence or liability (or which would be applicable if this Certificate did not exist) such insurance shall be primary to the cover afforded by this Certificate and the Underwriters shall not be liable to indemnify the Insured in respect of any Occurrence or liability until such other insurance is exhausted.

5. Subrogation

When we settle a claim, we may endeavour to pursue recovery rights against the carrier or any other third party who caused the loss injury or damage. You authorise us to act in your name in such recovery action, and undertake to give us reasonable assistance in such actions. The insured shall do nothing to prejudice such rights of recovery.

If we make any recovery as a result of such action you may only recover from us any amount by which the amount recovered by us exceeded the amount paid to you by us in relation to the loss.

6. Alteration of Risk.

This Certificate covers the risk as You have represented it to us. If there is a material change You should ask us to provide cover by Endorsement.

Insurers shall not be liable for destruction or damage to any Property Insured caused or contributed to by an alteration after the commencement of this Contract:

- i. in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the Building containing the Property Insured be changed in such a way as to increase the risk of destruction or damage; or
- ii. whereby the Building containing the Property Insured becomes unoccupied, and so remains for a period of more than 60 days; or
- iii. whereby the Insured's interest ceased except by will or operation of law; or
- iv. whereby the situation where the equipment is usually stored as specified on the Certificate schedule alters during any period of insurance and the security is less than the security detailed in your most recent proposal form completed for this Certificate of insurance unless the Insured shall give written notice to Insurers of such alteration prior to the alteration becoming effective and its being allowed by Endorsement and/or Certificate.

7. Assignment of interest

No change in, or modification of, or assignment of interest under this Certificate shall be effective except when made by written endorsement to this Certificate and signed by an authorised employee of Us.

8. Australia Terrorism Insurance Act 2003 Notice

The Underwriters have treated this insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any “eligible terrorism loss” as defined in ATIA.

Any coverage established by ATIA is only in respect of any “eligible terrorism loss” resulting from a “terrorist act” which is a “declared terrorist incident” as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a “declared terrorist incident”.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a “reduction percentage” as defined in ATIA which results in a cap on the Underwriter’s liability for payment for “eligible terrorism losses”.

9. Electronic Date Recognition Exclusion (E,D,R,E)

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative remedial or otherwise, directly or directly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of date involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not
- (b) any changes, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost claim or expense.

General Exclusions Applicable to Section 1

The Extended Radioactive Contamination Exclusion Clause, the Terrorism Exclusion Clause and the War and Uprisings Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In the event of conflict between these clauses, the Extended Radioactive Contamination Clause shall prevail.

1. Extended Radioactive Contamination and Explosive Nuclear Assemblies

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this Policy does not cover 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 confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Terrorism Exclusion

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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement 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.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. Sanction Limitation and Exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Property Cyber and Data Exclusion

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

6. Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

7. PFAS Exclusion

Notwithstanding any provision to the contrary, this Policy shall exclude any:

- (a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;
- (b) any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012 (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).and chemicals, including any constituents of, additives to or derivatives or degradation by products thereof.

How to make a claim under this Certificate

If You suffer any loss or damage or any Occurrence which may give rise to a claim and as a condition precedent to Your right to be indemnified under this Certificate You must;

- a) take immediate steps to minimise the loss or damage and take all reasonable steps and protective measures to prevent further loss;
 - b) promptly notify us in writing of any Occurrence providing us with all information which is available to You;
 - c) You must forward on immediately any claim or notice of proceedings for which the Underwriters may be required to indemnify the Insured once You are upon receipt of them and any other correspondence or information regarding the claim or proceedings.
 - d) inform the Police if equipment is lost or if theft or malicious damage or any other crime is suspected;
 - e) lodge a written claim on the carrier within 3 days if the equipment was in transit and not in your care. If you are unable to fully quantify the extent of damage, still lodge a written claim, advising that further details will be forwarded once the claim is quantified;
 - f) not carry out repairs (except as allowed in (a) above) until we have had the opportunity to examine the damage and have authorised such repairs;
 - g) within thirty (30) days submit in writing full particulars of any claim and supply all such information and documentation as we may reasonably require;
 - h) preserve any damaged equipment and make it available for inspection by our representative or agent (incl a loss assessor).
- No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Underwriters.

Discharge of Payment

In connection with any claim against the Insured the Underwriters may at any time pay to the Insured a sum equal to the Limit of Indemnity or any lesser amount for which such claim can be settled. Upon payment of such sums the Underwriters shall be entitled to relinquish the control of such claim and be under no further liability in connection therewith except for Legal Costs which the Underwriters have already agreed in writing to pay in respect of matters prior to the date of such payment. However where the Limit of Indemnity is stated to be inclusive of all costs and expenses if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of a claim.

How to cancel this Certificate

This contract may be cancelled by:

- a) You, at any time, by advising us in writing. If the contract is cancelled by you the refunded premium will be computed by the Short Scale Rate table

1 Month: 20%	2 Months: 30%	3 Months: 40%	4 Months: 50%	5 Months: 60%
6 Months: 70%	7 Months: 75%	8 Months: 80%	9 Months: 85%	Over 9 Months: 100%

The premium retained by us will not be less than the minimum premium specified on the Declarations Page, or

- b) Us, if you do any of the following:
 - i. Make a misleading statement to us when you apply for your insurance.
 - ii. Fail to tell us anything you should tell us when you apply for this contract, renew this contract or change this contract.
 - iii. Fail to comply with the conditions of this contract.
 - iv. Fail to pay the premium for this insurance.
 - v. Are not fair and open in your dealings with us.
 - vi. Make a claim during the period of this contract that is not true. The claim does not have to be under this contract and can be with us or another insurance company.

The premium retained by us will be the Pro rata method if we cancel. If a claim payment is made on an item, we will be entitled to collect and retain 100% of the annual premium applicable to the item. Following cancellation, the Insurer will refund Government Charges to the Insured if the charges are refunded by the Government.

CERTIFICATE PROVISIONS (applicable to all sections of the Certificate)

1. SIGNATURE REQUIRED

This Certificate shall not be valid unless signed by A.I.S. Insurance Brokers Pty Ltd on behalf of Underwriters nominated in the schedule.

2. CORRESPONDENT NOT INSURER

A.I.S. Insurance Brokers Pty Ltd is not an Underwriter hereunder and shall not be liable for any loss or claim whatsoever.

3. COMPLAINTS PROCEDURE

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact AIS Insurance Brokers Pty Ltd in the first instance:

Doug Allen
AIS Insurance Brokers Pty Ltd
Email: dallen@aisinsurance.com.au
Phone: 03 8699 8888
137 Moray Street, South Melbourne VIC 3205

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

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

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

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

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

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

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

How much will this procedure cost you?

This service is free of charge to policyholders.

4. SERVICES OF SUIT

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16,
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

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

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

AIS Insurance Brokers Pty Ltd
Email: dallen@aisinsurance.com.au
Phone: 03 8699 8888
137 Moray Street, South Melbourne VIC 3205

5. SEVERAL LIABILITY CLAUSE

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

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

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

6. FRAUDULENT CLAIMS CLAUSE (AUSTRALIA)

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Assured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

7. FAIR PROCESSING NOTICE

We, the **Underwriters**, limit the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via <https://newlinegroup.com/privacy-statement/> (or in other formats upon request).

The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide and to the extent required or permitted by law or regulation.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

Want more details?

For more information about how we use personal information, please see our Privacy Statement.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group
4th Floor
55 Mark Lane
London
EC3R 7NE

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)

Fax: +44 (0)20 7090 1701

E-mail: DPO@newlinegroup.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

Privacy Statement

Lloyd's Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have been set by the Privacy Act which came into effect on 21st December, 2001 and the Australian Privacy Principles (APP) which came into effect on 12th March 2014. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the Certificate wording under "Privacy".

How & why do we require your Personal Information?

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member. The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

Disclosure of your Personal Information to third parties

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the Australian Privacy Principles and use the personal information only for the services that they supply.

What we expect of you

AIS aim to ensure that your personal information is up to date and accurate. Please contact us if you need:

- Access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover or to submit a claim.

Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

How to contact us

If you wish to gain access to or update your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

Your Rights and Our Obligations

Details of your rights and our obligations under the Privacy Act and the Australian Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au

May 2022