



ST. GEORGE UNDERWRITING AGENCY

AFS Licence No. 236663
75 North Lake Road, Myaree WA 6154
PO BOX 3016, MYAREE WA 6154

DESKTOP AND PORTABLE COMPUTER INSURANCE POLICY

(PRODUCT DISCLOSURE STATEMENT)

PRODUCT DISCLOSURE STATEMENT (PDS)

Preparation Date: 20/10/06

Introduction

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

Insurers and the underwriting arrangement

This insurance is provided by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (Allianz). In arranging this insurance St. George Underwriting Agency AFS Licence No. 236663 ABN 59 009 357 582 act as an agent of Allianz 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 1.1A: Desktop Computer Material Damage	This covers You for physical Damage to property insured in the Schedule from most causes whilst the property is in Australia. Read the Exclusions and Conditions to learn what is <u>not</u> covered.
Section 1.2A: Portable Computer Material Damage	This 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 learn what is <u>not</u> covered.
You can apply to buy any of the following additional covers – You choose what You need:	
Section 1.B: Mechanical, Electrical and Electronic Breakdown	This covers 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 learn what is <u>not</u> covered.
Section 2: Increased Cost of Working	This covers You for abnormal costs to Your business which are reasonable and necessary and which arise from Damage actually insured by Section 1. Read the Exclusions and Conditions to learn what is <u>not</u> 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 learn what is <u>not</u> covered.

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) "General exclusions applicable to the Policy" - this sets out the general exclusions and limits that apply to each cover and benefit;
 - 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.
-

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) and Fire Services Levy (where applicable) 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 have to bear that part of any loss for which You are not covered. To avoid this, people 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.

Cooling-off and cancellation rights

You have a cooling-off period and cancellation rights under the Policy (see Condition 6 in the "Conditions applicable to all Sections of the Policy" for details).

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 form, 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, call us on (08) 9317 8400.

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.

DESKTOP AND PORTABLE COMPUTER INSURANCE POLICY

The Agreement

After You have paid the premium, and We have accepted Your written Application and Declaration, We will insure You, subject to the terms and conditions of the Policy, under those Sections indicated in the Schedule in respect of Damage occurring during the Period of Insurance.

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

Provided that Our liability will not exceed the Sum Insured nor any specific sub-limits contained in the Schedule or any applicable Section of the Policy.

Definitions

- a) "You" "Your" "Yours" means the insured named in the Schedule.
 - b) "We" "Us" "Our" means Allianz Australia Insurance Limited AFS Licence No 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.
 - c) "Policy" means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form the Agreement.
 - d) "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.
 - e) "Period of Insurance" means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.
 - f) "Sum(s) Insured" means the stated Policy limit(s) or the amount shown in the Schedule for which You have elected to insure.
 - g) "Insured Items" means the property described in the Schedule.
 - h) "Portable Computer" means a computer or its immediate accessories which are designed and manufactured to be carried by hand, including, but not limited to such means as a handle or carrycase.
 - D) "Damage" means physical loss damage or destruction.
-

Section 1 - Hardware

Section 1.1A -Desktop Computer Material Damage (excluding breakdown)

1.1A This Section covers Damage to the property described in the Schedule:

- a) FROM WHATSOEVER CAUSE arising whilst the said property is situated within a building, or
- b) ARISING FROM FIRE, FLOOD COLLISION OR OVERTURNING of a conveying vehicle whilst the said property is in transit

except as hereinafter provided.

Optional Extension

1.1A(a) -If specifically stated in the Schedule, this Section extends to cover Damage to the property described in the Schedule FROM WHATSOEVER CAUSE arising whilst the said property is situated anywhere in The Commonwealth of Australia (except as hereinafter provided).

Section 1.2A -Portable Computer Material Damage (excluding breakdown)

1.2A This Section covers Damage to the property described in the Schedule FROM WHATSOEVER CAUSE arising whilst the said property is anywhere in The Commonwealth of Australia or as stated to the contrary in the Schedule (except as hereinafter provided)

Section 1B - Mechanical, Electrical and Electronic Breakdown

The Compensation for Section 1

Our liability during any one Period of Insurance shall 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 shall for the current Period of Insurance be reduced by the amount of the Damage unless We consent upon payment of additional premium to reinstate such Sums Insured.
2. in respect of all Damage the Total Sum Insured.

Sum Insured for Section 1

The Sum Insured for each and every Insured Item must be not less than the new replacement cost at the commencement of the current Period of Insurance which shall 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, but not including GST.

Co-Insurance

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 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 shall bear a proportionate share of the loss accordingly. If there is more than one Insured Item, every Insured Item described in the Schedule shall be separately subject to this provision.

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).

Maintenance Agreement

Where the Insured Item 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 Item 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.

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 1.2A 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.

Section 2: Increased Cost of Working

This Section covers interruption of the normal operation of the Desktop or Portable Computer directly resulting from Damage actually indemnified under Section 1.1A, 1.2A or 1B of the Policy.

The Compensation for Section 2

We will indemnify You for the increased cost of working incurred during a period not exceeding three months from the date that increased working costs were first incurred, following interruption to the normal operation of an Insured Item for which We have agreed to meet a claim under this Policy, provided that:

- (a) the cost is proven to have been necessarily and reasonably incurred during the period, over and above the normal expenses You would have incurred during the period in respect of the operation of the item;
 - (b) We will not pay for more than the costs actually borne by You; and
 - (c) We will not pay more than the Sum Insured shown in the Schedule for this Section.
-

Section 3- Rewriting of Records

This Section covers the actual costs incurred for the purpose of restoring data lost directly resulting from Damage actually indemnified under Section 1.1A, 1.2A or 1B of the Policy arising from:

Fire, Explosion, Lightning, Windstorm, Hail, Tornado, Cyclone, Hurricane, Earthquake, Volcano, Tsunami, Flood, Freezing, Weight of Snow, Impact by Aircraft or other aerial objects dropped therefrom, Impact by any Road Vehicle or Animal, Bursting Overflowing Discharging or Leaking of Water Tanks Apparatus or Pipes, or Theft of Electronic Data Solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data to a condition equivalent to that existing prior to the Damage, including the cost of overtime necessarily incurred, provided that:

- (a) the data is backed up daily and precautions existing or agreed to for its safeguarding and retention are maintained and observed at all times;
 - (b) We will not pay more than the Sum Insured shown in the Schedule for this Section;
 - (c) We will not pay for Damage to records caused by access to Your computer systems and records by persons not authorised by You;
 - (d) We will pay no more than \$1,000 or the Sum Insured shown in the Schedule for this Section, whichever is the lesser, for any Damage to Your records, data, or software caused by 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 computer system operation.
-

Excesses applicable to the Policy

- a) Excesses applicable to Section 1.1A only
You will bear the amount stated in the Schedule in respect of each and every claim under this Section.
- b) Excesses applicable to Section 1.2A only
You will bear the amount stated in the Schedule in respect of each and every claim under this Section.
- c) Excesses applicable to Section 1B only
You will bear the same excess in respect of each and every claim under this Section, as applies to equivalent losses under Sections 1.1A or 1.2A as applicable.
- d) Excesses applicable to Section 2 only
A two (2) day excess applies to Section 2 of the Policy unless otherwise stated in the Schedule. The amount of the excess will be two (2) days multiplied by the average daily increased cost for the period of interruption.

General Exclusions applicable to the Policy

Exclusions applicable to Sections 1.1A, 1.2A and 1B

We shall not be liable for:

1. Damage arising
 - (a) from wear and tear, gradual deterioration, moth, vermin, rust, corrosion, oxidisation or any inherent defect in the Insured Item;
 - (b) in connection with the Insured Item undergoing a trade process, cleaning, adjustments, repairs, renovation or maintenance;
 - (c) 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;
 - (d) from or attributable to either Your wilful act or the wilful act of another committed with Your knowledge or consent or which are known by You or any other person entitled to be indemnified by this Policy to be false or fraudulent;
 - (e) 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;
 - (f) from delay, detention, penalties, consequential loss or liability of any kind or description whatsoever;
 - (g) 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;
 - (h) from scratching or discolouration of painted or polished surfaces;
 - (i) from atmospheric moisture or temperature unless directly resulting from Damage to or malfunction of air-conditioning equipment;
 - (j) from Damage 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. Testing intentional overloading or experiments.
4. Damage:
 - a) War
caused by or arising from any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy;
 - b) Nuclear
caused by or arising from ionising radiation or contamination by radioactivity from:
 - (i) any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission);
 - (ii) nuclear weapons material;
 - c) Expropriation
caused by the lawful seizure, detention, confiscation or requisition of the Insured Items.
5. Damage from any cause whilst an Insured Item is installed or carried in or on any waterborne vessel or craft.

Exclusions applicable to Sections 1.1A and 1.2A only

6. Damage which occurs within a building arising through theft without forcible or violent entry other than theft from an unlocked business premises during business hours;
7. Damage arising:
 - (a) through theft from any unattended vehicle unless by forcible and violent means which results in physical damage to the vehicle;
 - (b) 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;
8. The cost of diagnosis or rectification of mechanical, electrical or electronic failure, malfunction or breakdown or for 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 Damage caused by fire or explosion.

Exclusions applicable to Section 1B only

9.
 - (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.

Exclusions applicable to Section 3 only

10. We will not be liable for replacement or repair of any hard disk drive.
11. We will not be liable for replacement of software for which a licence is required by You, including the cost of installation and setup.

Exclusions applicable to all Sections of the Policy

12. Except as specifically provided otherwise, this Policy does not cover:
 - (a) consequential loss of any kind;
 - (b) legal liability to pay compensation;
 - (c) Damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this insurance was arranged.
13. Notwithstanding anything to the contrary in the Policy, We shall not be liable to meet any claim on the Policy which arises directly or indirectly from, or is in any way connected with, the fact that the performance or functionality of any Computer Equipment has been or may be affected because that Computer Equipment does not meet Year 2000 Conformity.

Provided that this exclusion shall not apply to subsequent Damage to Computer Equipment occasioned by a Specified Defined Peril resulting from any event or peril referred to in this exclusion or Increased Cost of Working arising therefrom but only to the extent that such a claim would otherwise be insured under this Policy.

For the purpose of this exclusion (notwithstanding anything to the contrary in this Policy);

- (a) "Specified Defined Perils" are fire, lightning, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped therefrom, riots, strikes, civil commotion, malicious damage, rainwater, flood, water damage, bursting or overflowing or leakage of oil and/or water tanks, pipes and apparatus;
- (b) "Computer Equipment" includes but is not limited to any or any combination or part of data, computer hardware, operating system, application, software, and computer chip including microprocessor chip or embedded control logic, and irrespective of by whom it is owned or operated.

14. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, 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 the put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, 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.

15. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, 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 the put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, 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.

Special Notice Re: Terrorism Insurance Act

We have determined that this policy (or part of it) is a Policy to which the Terrorism Insurance Act 2003 applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation.

As a consequence, We are required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to Government taxes and charges such as GST, stamp duty and where applicable, fire service levy.

Conditions applicable to all Sections of the Policy

1. On the happening of any Damage You will forthwith give notice thereof to Us and shall, within 30 days after the Damage, or such further time as We may in writing allow, deliver to Us a claim in writing for the Damage containing as particular an account as may be reasonably practical of all the several articles or items of property Damaged, and the amount of the Damage thereto respectively, having regard to their value at the time of the Damage, not including profit of any kind.
2. You, upon becoming aware of any Damage in respect of which a claim is or may be made shall take all practical steps to trace and recover any Insured Items 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 shall not be bound to replace or reinstate any property exactly or completely, but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Insured Items more than the Sum Insured thereon.
4. We will be entitled if We so desire to prosecute in Your name for Our own benefit any claim for indemnity and shall have full discretion in the conduct of any proceedings and You will give all such information and assistance as We may require.

5. You will exercise all due care and diligence in safeguarding Insured Items and reducing loss under this Policy.

6. Cooling-Off Period:

You may return Your Policy (including a renewal) if You are not happy 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 the 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 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.

7. If any claim shall be 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.

8. 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.

Other Information

Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

- You know; or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You renew, extend, vary or reinstate the Policy.

What don't You 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 must tell Us?

Everyone who is insured under the Policy must comply with this duty.

What happens if You (or they) don't tell Us?

If You (or they) don't comply, We may cancel the Policy or reduce the amount We pay if You make a claim –perhaps to zero. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

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

Privacy Act 1988

The Privacy Act 1988 contains National Privacy Principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy,
- determine the terms and conditions of Your Policy,
- compile data, and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with this Policy.

We disclose personal information to third parties with whom We deal in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. You have the right to seek access to Your personal and sensitive information and to correct it at any time.

St. George Underwriting Agency aims to ensure that Your personal information is accurate, up-to-date and complete. Please contact Us on (08) 9317 8400 if You would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal information at St. George Underwriting Agency has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Allianz's privacy policies, please contact Us and ask for a copy of Our booklet called "General Insurance Information Privacy Code".

Dispute resolution process – helping You solve any problems

Complaints or disputes are not an everyday occurrence. We strive to do things the right way and keep Our customers satisfied. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

Here's what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply call Us on the telephone number provided on the front cover of this Policy document and speak to one of Our customer service officers and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate department manager for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, expedite and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility. The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent then they are acting as Our agent and not as Your agent.

If Your Policy has been issued through a broker then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. This commission is paid to the intermediary from the commission We receive from Allianz.

FORM027K (FSRA) (10/06)