

**Ausure Insurance Brokers Pty Ltd** | ABN: 21 167 334 536  
Authorised Representative of Ausure Pty Ltd | AFSL: 238433

PAGE 1

**REPRESENTATIVE**  
Ausure Insurance Brokers Pty Ltd  
Kristy Bollington - AR: 340196  
PO Box 386  
Griffith NSW 2680  
Tel **0438 003 125**

Fax  
Email **Kristy.Bollington@ausure.com.au**

PK Plumbing Pty Ltd  
PO Box 388  
YENDA NSW 2681

## Renewal

**NOTES: 20/21 Renewal****Invoice date** 13-May-2020**Invoice number** 8363732**TYPE OF POLICY** Motor - Commercial**THE INSURED** PK PLUMBING & GASFITTING

**INSURER** Insurance Aust. Limited (t/as CGU)  
GPO Box 529  
Melbourne VIC 3001  
ABN: 11 000 016 722

**POLICY NUMBER** 24C1923642**PERIOD OF COVER** From **31/05/2020** to **31/05/2021**

### PAYMENT OPTIONS



Billers Code: 30510  
Reference:

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)



Payments can be made in person at a Post Office by cash (up to \$9,999.99), cheque or EFTPOS. Please present this page intact. Please make cheque payable to **DEFT Payment Systems for Ausure Pty Ltd**



\*498 402594 283637320



Pay by Credit Card either  
Online - (Visit [www.ausure.com.au/Pay-My-Bill](http://www.ausure.com.au/Pay-My-Bill)) or by Phone (please contact your Broker on 0438 003 125)  
Note: Credit card payments will incur a 1% fee of \$ 171.82 which includes \$ 15.62 GST, the total charged to your card will be \$17,353.71.



Instalments – Premium Finance is available. Please contact your Broker for Terms and Conditions

## IMPORTANT INFORMATION

## PLEASE READ CAREFULLY

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### CONTRACTING OUT OR REMOVING INSURERS RIGHTS OF SUBROGATION

You will prejudice your rights to a claim if, without prior agreement from your insurer you make any agreement that will prevent the insurer from recovering a loss from a third party. These 'hold harmless' are often found in leases and maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts.

### INSURING THE INTEREST OF OTHER PARTIES

If you require the interests of another party to be covered you must request this and ensure they are noted on your policy. Most policy conditions will exclude indemnity to other parties (eg mortgagees, lessors or principals etc) unless their interest is noted on the policy.

### UTMOST GOOD FAITH

A contract of insurance is a contract based on the utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party with the utmost good faith. If you fail to do so it may prejudice your claim.

### UNDER INSURANCE

Your contract of insurance may contain an average provision. It is important that you nominate a sum insured to represent the full value of the property insured. If you fail to insure the full value your claim may be reduced in proportion with your underinsurance.

### NON PAYMENT OF PREMIUM

If this invoice is unpaid after 30 days we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

### CHANGE IN RISK CIRCUMSTANCES

You must inform your broker of any material changes in your business; if you fail to do so an insurer may be entitled to deny a potential claim. You should inform your broker about any changes in location, new products/procedures or any departure from your ordinary business. If you are doubt as to whether you should disclose any changes please contact your broker for advice.

### CLAIMS MADE POLICIES

Certain policies (eg many types of professional indemnity policies) are claims made policies. These policies do not cover events that occurred before the contract was entered into. If you give an insurer notice of circumstances that may give rise to a claim during the policy period, the insurer will cover claims made later that arise out of those circumstances.

### LEASING, HIRING & BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

### INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

### PREMIUM FINANCE

If you choose to finance your premium Ausure and your representative will receive up to 4% of the amount financed for providing the referral and assisting you to arrange the facility. This will not result in any additional costs to you. We recommend that you carefully read the finance contract to understand the implications in the event you cancel your insurance policy before expiry.

### CANCELLATIONS AND AMENDMENTS

We do not refund our fees or commission received for arranging the policy. Please note that premium finance contracts contain terms that reduce the amount you will receive from any refund. Please see the terms of your contract for more information.

### HOW DO WE RESOLVE COMPLAINTS?

In the event that you have a complaint about the manner in which we provide any financial service please contact Ausure's Complaints Manager by phone on (07) 3319 5100 or by writing to the address shown on the front of this invoice. If your complaint remains unresolved, Ausure's dispute committee will review the matter and respond within 15 days. Your complaint will be dealt with fairly and promptly but if you remain dissatisfied with the final decision you may refer the matter to the Australian Financial Complaints Authority (AFCA), which acts as Ausure's external dispute resolution provider. AFCA can be contacted on 1800 931 678 or [info@afca.org.au](mailto:info@afca.org.au).

## **Policy Particulars:**

### **COMMERCIAL MOTOR INSURANCE**

Insured Name PK PLUMBING & GASFITTING

### **RENEWAL PREMIUM COMPARISON**

To help you understand how your renewal premium compares to last year, we have included a comparison below. Last year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term.

#### **Your renewal premium comparison**

The following comparative information has been included to assist you in understanding the impact of the ESL on your insurance premium.

	<b>Last Year</b>	<b>This Year</b>
Base Premium		
Emergency Services Levy		
Stamp Duty		
GST		
Total Premium		
Intermediary Fee + GST		
Total Due Payable		

#### **Changes to your premium:**

Your premium is based on the possibility of a claim against your policy, and may change if the general cost to protect our customers changes. For information on how your insurance premium is calculated, please contact us to discuss. To learn more about general premium calculations you may refer to the Insurance Council of Australia website. <http://understandinsurance.com.au/premiums-explained>

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### **VEHICLE 1 1987 MITSUBISHI TRAY TOP TRUCK**

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 15,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	BL69KK
Vehicle Class	Goods carrying vehicles over 5 and up to 10 tonnes
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$15,000 or market value, whichever is the lesser
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 750
<b>Vehicle Premium</b>	<b>\$ 659.56</b>

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### **VEHICLE 2 1989 CUSTOM BUILT PLANT TRAILER**

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 10,000

No Claim Bonus	60%
NCB Protection	No
Registration Number	X33818
Vehicle Class	Non-articulated business use trailers (excl Qld)
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$10,000 or market value, whichever is the lesser

Limit of Indemnity	\$ 35,000,000
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<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500

<b>Vehicle Premium</b>	\$ 345.00
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#### VEHICLE 3 2002 HITACHI 3 TONNE EXCAVATOR

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 20,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	ZX30U
Vehicle Class	Mobile plant - (excl mobile cranes)
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$20,000 or market value, whichever is the lesser

Limit of Indemnity	\$ 35,000,000
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<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500

<b>Vehicle Premium</b>	\$ 743.19
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#### VEHICLE 4 2015 AUSSIE PYTHON TRAILER MOUNTED JETTING UNIT & TRAILER

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 20,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	TA24WU
Vehicle Class	Non-articulated business use trailers (excl Qld)
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$20,000 or market value, whichever is the lesser

Limit of Indemnity	\$ 35,000,000
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**Excesses**

Excess

**Excess**

\$ 500

**Vehicle Premium**

\$ 437.61

**VEHICLE 5 2016 Mazda Bt-50 Xt (4x2) MY16 C/Chas 6 Sp Manual DT4 2.2L Diesel Turbo F/Inj**

Type of Cover

Comprehensive Market Value

Windscreen Extension Applicable

Yes

Vehicle Value

Market Value

No Claim Bonus

40%

NCB Protection

No

Registration Number

DHH62Q

Vehicle Class

Goods carrying vehicles up to 2 tonnes

Situation

Anywhere in Australia unless otherwise restricted

**Vehicle****Sum Insured**

Basis of Settlement

Market Value

Limit of Indemnity

\$ 35,000,000

**Excesses**

Excess

**Excess**

\$ 500

**Interested Parties**

ANZ Banking Group Ltd 275 George St Sydney NSW 2000 Secured Bank Loan

Finance Type

**Vehicle Premium**

\$ 1,521.56

**VEHICLE 6 2016 Ford Ranger Xlt 3.2 (4x4) PX MKII Dual Cab Utility 6 Sp Automatic DT5 3.2L Diesel Turbo F/Inj**

Type of Cover

Comprehensive Market Value

Windscreen Extension Applicable

Yes

Vehicle Value

Market Value

No Claim Bonus

60%

NCB Protection

No

Registration Number

DDP14Q

Vehicle Class

Goods carrying vehicles up to 2 tonnes

Situation

Anywhere in Australia unless otherwise restricted

**Vehicle****Sum Insured**

Basis of Settlement

Market Value

Limit of Indemnity

\$ 35,000,000

**Excesses**

Excess

**Excess**

\$ 500

**Interested Parties**

ANZ Banking Group Ltd 275 George St Sydney NSW 2000 Secured Bank Loan

Finance Type

**Vehicle Premium**

\$ 1,552.79

**VEHICLE 7 2005 Holden Rodeo Dx RA C/Chas 5 Sp Manual 4 2.4L Multi Point F/Inj**

Type of Cover

Comprehensive Market Value

Vehicle Value	Market Value
No Claim Bonus	60%
NCB Protection	No
Registration Number	AD14SF
Vehicle Class	Goods carrying vehicles up to 2 tonnes
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Market Value
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500

**Vehicle Premium** \$ 476.71

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**VEHICLE 8 2009 HINO 500 SERIES FG1527 TIPPER**

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 100,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	CO70PX
Vehicle Class	Goods carrying vehicles over 5 and up to 10 tonnes
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$100,000 or market value, whichever is the lesser

Limit of Indemnity	\$ 35,000,000
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<b>Excesses</b>	<b>Excess</b>
Excess	\$ 1,000

<b>Interested Parties</b>	National Australia Bank Ltd Level 18 255 George Street Sydney NSW 2000
Finance Type	Secured Bank Loan

**Vehicle Premium** \$ 2,485.93

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**VEHICLE 9 2009 Mitsubishi Triton Glx ML MY09 Utility 5 Sp Manual DT4 2.5L Diesel Turbo F/Inj**

Type of Cover	Comprehensive Market Value
Windscreen Extension Applicable	Yes
Vehicle Value	Market Value
No Claim Bonus	60%
NCB Protection	No
Registration Number	CP27MC
Vehicle Class	Goods carrying vehicles up to 2 tonnes
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
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Basis of Settlement	Market Value
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500
<b>Vehicle Premium</b>	\$ 706.92

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#### VEHICLE 10 2018 KUBOTA U55-4G EXCAVATOR

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 85,000
No Claim Bonus	60%
NCB Protection	No
Vehicle Class	Mobile plant - (excl mobile cranes)
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$85,000 or market value, whichever is the lesser

Limit of Indemnity	\$ 35,000,000
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<b>Excesses</b>	<b>Excess</b>
Excess	\$ 900

<b>Vehicle Premium</b>	\$ 1,575.40
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#### VEHICLE 11 2011 Mitsubishi Triton Glx (4x4) MN MY11 C/Chas 5 Sp Manual 4x4 DT4 2.5L Diesel Turbo F/Inj

Type of Cover	Comprehensive Market Value
Windscreen Extension Applicable	Yes
Vehicle Value	Market Value
No Claim Bonus	60%
NCB Protection	No
Registration Number	CGI23F
Vehicle Class	Goods carrying vehicles up to 2 tonnes
Situation	Anywhere in Australia unless otherwise restricted

<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Market Value

Limit of Indemnity	\$ 35,000,000
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<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500

<b>Vehicle Premium</b>	\$ 759.21
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#### VEHICLE 12 2018 PVC WELDING PTY LTD BUILT TRADIES TRAILER COMPLETE WITH TOOLS

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 17,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	TBA000

Vehicle Class	Non-articulated business use trailers (excl Qld)
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$17,000 or market value, whichever is the lesser
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500
<b>Interested Parties</b>	National Australia Bank Ltd Level 18 255 George Street Sydney NSW 2000 Secured Bank Loan
Finance Type	
<b>Vehicle Premium</b>	\$ 381.34

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**VEHICLE 13 2011 Ford Transit High (lwb) VM MY08 Van 6 Sp Manual DT4 2.4L Diesel Turbo F/Inj**

Type of Cover	Comprehensive Market Value
Windscreen Extension Applicable	Yes
Vehicle Value	Market Value
No Claim Bonus	60%
NCB Protection	No
Registration Number	S716APV
Vehicle Class	Goods carrying vehicles up to 2 tonnes
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Market Value
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500
<b>Vehicle Premium</b>	\$ 1,030.00

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**VEHICLE 14 2012 Toyota Landcruiser Prado Gxl (4x4) KDJ150R 11 UPGRADE 4d Wagon 5 Sp Sequential Auto DT4 3.0L Diesel Turbo F/Inj**

Type of Cover	Comprehensive Market Value
Windscreen Extension Applicable	Yes
Vehicle Value	Market Value
No Claim Bonus	60%
NCB Protection	Yes
Registration Number	CGD63T
Vehicle Class	Business sedans and station wagons
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Market Value



Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500
<b>Schedule of Accessories</b>	
•Bull bar (Front &/or Rear)-Bull Bar\$ 2,250	
<b>Interested Parties</b>	Pepper Finance Corporaton Limited Level 27, 177 Pacific Highway NORTH SYDNEY NSW 2060
Finance Type	Secured Finance Company Loan
<b>Vehicle Premium</b>	\$ 1,950.64

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#### VEHICLE 15 2013 UPT Single Axle Plant

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 25,000
No Claim Bonus	60%
NCB Protection	No
Registration Number	TBA
Vehicle Class	Articulated trailers
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$25,000 or market value, whichever is the lesser
Limit of Indemnity	\$ 35,000,000
<b>Excesses</b>	<b>Excess</b>
Excess	\$ 500
<b>Interested Parties</b>	Capital Finance L24, Tower Two International Towers BARANGAROO NSW 2000
Finance Type	Secured Finance Company Loan
<b>Vehicle Premium</b>	\$ 915.79

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#### VEHICLE 16 2019 Kubota U17-3HGA RA248-61690

Type of Cover	Comprehensive Market Value
Vehicle Value	\$ 48,445
No Claim Bonus	60%
NCB Protection	No
Vehicle Class	Mobile plant - (excl mobile cranes)
Situation	Anywhere in Australia unless otherwise restricted
<b>Vehicle</b>	<b>Sum Insured</b>
Basis of Settlement	Sum insured \$48,445 or market value, whichever is the lesser
Limit of Indemnity	\$ 35,000,000

**Excesses**

Excess

**Excess**

\$ 500

**Interested Parties**

Classic Funding Group Pty  
 Ltd 6/146 Arthur Street  
 NORTH SYDNEY NSW 2059  
 Secured Finance Company  
 Loan

Finance Type

**Vehicle Premium** \$ 1,420.23**ADDITIONAL EXCESSES**

Drivers under 21	\$	1,250
Drivers 21 to under 25	\$	750
Inexperienced Driver - Licensed less than 2 years	\$	750

**DUTY OF DISCLOSURE****Important Information**

If you answer yes to any of the following questions, please contact our agent or your broker.

1. Has any person who will drive any of your vehicles had any convictions for driving under the influence of alcohol, drugs or had a licence cancelled or suspended in the last 5 years?
2. Have you (i.e. partners, directors and proprietors) been convicted of any criminal offences (including the imposition of a bond) during the last 5 years OR have any charges currently pending?
3. Have you (i.e. partners, directors and proprietors) had any insurer, including CGU, decline any claim, refuse or cancel any cover or require special terms to insure you?

**IMPORTANT NOTICES****NSW Insurance Duty Exemption**

You have declared to us that you are a small business eligible for the exemption from the requirement to pay insurance duty on certain types of insurance under section 259B of the Duties Act 1997(NSW). We have removed the duty from your policy accordingly.

**Fire Services Levy**

The Fire Services Levy (FSL/ESL) amount charged on this policy is the amount we have allocated to this policy based on the location of the insured property and the total estimated amount CGU expects to pay in this financial year.

The company reserves the right to vary the premium or the terms of this policy if, after the 'date of issue' of this notice, a claim is made relative to an event which occurred prior to the commencement of the 'period of insurance' shown hereon.

## **Your renewal**

Under the requirements of the Financial Services Reform Act 2001, we have prepared a Product Disclosure Statement (PDS) for this insurance. This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. If you would like a copy of the PDS, please contact us.

You can contact us: By phone on 131532, or By writing to Insurance Australia Limited, GPO Box 9902 in your Capital City, or By completing our e-Form or e-Mail at [www.cgu.com.au](http://www.cgu.com.au)

## **Supplementary Product Disclosure Statement - Insurer**

### **Edition 1**

This Supplementary Product Disclosure Statement (SPDS) is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this SPDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable SPDS.

### **Changes to your PDS**

Your PDS is amended by the following:

#### **Change 1:**

Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291 All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No.238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance".

Change 2: Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance".

Change 3: Duty of disclosure

Your PDS is amended by the deletion of the Duty of Disclosure notice.

## **Supplementary Product Disclosure Statement**

### **Edition 2**

This Supplementary Product Disclosure Statement (SPDS) is dated 15 March 2019 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this SPDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable SPDS.

### **Changes to your PDS**

Your PDS is amended by the following:

#### **Change 1:**

External complaints are now administered by the Australian Financial Complaints Authority (AFCA).

#### **How to resolve a complaint or dispute**

All references to Financial Ombudsman Service Australia Limited (FOS) and its contact phone number, is deleted and replaced with

Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Change 2: We have amended the definition of Total Loss in the Motor Vehicles section of the PDS.

#### **Section - Motor Vehicles - Definitions**

The definition for Total Loss has been deleted and replaced with the following wording

Total Loss

Total Loss means:

- a) We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value, or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

#### **STANDARD CGU PAYMENT SERVICES AGREEMENT**

If you have chosen to pay by direct debit or by credit card, please keep this information for your records.

#### **PAYMENT SERVICE AGREEMENT**

By Authorising the Payment Authority, you agree that we may arrange for Instalments in respect of the Policy to be paid from your nominated account or credit card under the terms of the Payment Authority and this Agreement. This Agreement is to be read in conjunction with the Policy and the Payment Authority.

#### **1. WORDS THAT HAVE A SPECIAL MEANING IN THIS AGREEMENT**

- 1.1 'Account' means the Financial Institution account or credit card account (as applicable) nominated by you in your Payment Authority.
- 1.2 'Authorisation' and 'Authorising' means your binding authorisation and includes your signature, your request by telephone or your request by any written or electronic method.
- 1.3 'Payment Authority' means the authority and request given by you to us to debit Instalments to your Account.
- 1.4 'Financial Institution' means the bank or financial institution or credit card issuer nominated by you in your Payment Authority.
- 1.5 'Instalment' means each premium instalment payable to us under the terms of the Policy on the dates identified in the Premium Instalment Advice.
- 1.6 'Intermediary Fees' means the fees payable by the insured to an insurance intermediary in respect of effecting the Policy or amending the Policy, as notified by the insurance intermediary to CGU.
- 1.7 'Policy' means the contract of insurance effected with us by you or any other person as nominated by you in the Payment Authority in respect of which CGU permits payment by direct debit or credit card and any renewal of that contract of insurance. It includes the Premium Instalment Advice in respect of each such contract.
- 1.8 'Premium Instalment Advice' means the most recent premium instalment advice(s) provided or to be provided by us to the insured under the Policy, which sets out details of the Instalments and Instalment due dates.
- 1.9 'you/your' means the person or persons making the direct debit request or credit card authorisation (as applicable) in the Payment Authority.
- 1.10 'we/us' means Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance.

#### **2. OUR OBLIGATIONS TO YOU AND OUR RIGHTS:**

1. 2.1 We will send you a written or electronic copy of the Payment Authority arrangements (amount; frequency; commencement date) and obtain your Authorisation to the Payment Authority at least 7 calendar days prior to debiting any amount in accordance with the Payment Authority.
2. 2.2 Subject to the terms of this Agreement, we will debit to the Account:
  - (a) any Intermediary Fees, on behalf of the licensee or authorised representative that you have arranged your insurance through, on or about the first Instalment date set out in the Premium Instalment Advice;
  - (b) the first Instalment on or about the first Instalment date set out in the Premium Instalment Advice
  - (c) any subsequent Instalments on or about the Instalment date identified in the Premium Instalment Advice. Subject to clause 2.4, we will not change the amount or frequency of Instalments for the Policy without your prior approval.
1. 2.3 Where the due date for any Instalment falls on a non-business day, we will debit the Instalment on or about the next business day. If you are uncertain about when the Instalment will be debited to your Account, contact your Financial Institution.

2. 2.4 Where any Instalment is dishonoured, or an additional amount is due as a result of an amendment to a Policy, you authorise us to debit to the Account:
  - (a) any outstanding amounts and the next Instalment on or about the next Instalment due date; or
  - (b) any outstanding amounts at any time.
1. 2.5 We reserve the right to terminate this Agreement and the Payment Authority without notice to you if more than one Instalment is dishonoured. This means you must ensure premium payments are made by an alternative payment method offered by us. We may also be able to cancel the Policy.
2. 2.6 If any Instalment is dishonoured, you authorise us to obtain reimbursement from you of any fees we incur by debiting these fees to your Account if and when they accrue.
3. 2.7 If we are obliged to refund any amounts debited to the Account under the Payment Authority in respect of the Policy, we will (at our option) either:
  - (a) arrange for a refund to be payable to you within 31 days of the refund becoming payable; or
  - (b) reduce the amount of the next Instalment(s) by the amount of the refund (this reduction will continue until the amount is refunded in full).
1. 2.8 We collect personal information from you for the purpose of providing you with direct debit or credit card payment facilities and related services. You can choose not to provide this information, however, we may not be able to debit the Account under your Payment Authority. We will keep all information you give to us relating to your Account private and confidential except to the extent we need to disclose it to relevant banks and financial institutions to debit your Account or in connection with a claim made against our bank relating to an alleged incorrect or wrongful debit. If you wish to update or access the information that we hold about you, contact us.
2. 2.9 If you request a change to the Policy which affects the amount or frequency of the Instalments, we will provide you with 7 days written notice before the amount or frequency of the Instalments is varied.
3. 2.10 Otherwise, we will provide you with 14 days written notice if any term of this Agreement varies during the term of the Payment Authority and will provide you with an updated version of this Agreement.

### **3. YOUR OBLIGATIONS TO US AND YOUR RIGHTS:**

1. 3.1 You must check your Account details against a recent statement from your Financial Institution. Direct debiting is not available on all accounts. If you are uncertain about your Account details or whether direct debiting is available from your account, check with your Financial Institution before selecting the option to pay by direct debit in the Payment Authority
2. 3.2 By Authorising the Payment Authority, you agree to be bound by the terms of this Agreement and the Payment Authority.
3. 3.3 You must ensure that immediately before any Instalment or other amount is due to be debited you have sufficient funds or credit available in respect of your Account to meet your Instalment obligations under this Agreement and any other amounts on the due date.
4. 3.4 If your Account has more than one signatory, you must ensure that all necessary signatories Authorise the Payment Authority. It is your responsibility to ensure that the authorisation given to debit the nominated Account is identical to the Account signing instruction held by the Financial Institution where the Account is based.
5. 3.5 You must advise us if your Account is transferred, closed, cancelled or expires.
6. 3.6 You may alter the debiting of an Instalment, stop payment of an Instalment or terminate the Payment Authority at any time by giving written notice to us at least 14 days prior to the due date of the next Instalment or by contacting your Financial Institution. It is your responsibility to arrange with us a suitable alternate payment method if you wish to Cancel the Payment Authority. If we agree to vary the frequency of the Instalments, we will issue you with an updated Premium Instalment Advice. If alternative payment arrangements are not made with us, we can cancel a Policy without notice to you.

#### **4. INQUIRIES AND DISPUTES**

If you have any concerns or queries regarding the timing of credit card payments, a proposed variation to the amount or frequency of Instalments or any amount debited, you should contact us on the number provided on your policy schedule. If you have a query about the timing of other payments or wish to dispute a debit, contact your Financial Institution.

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance.

#### **INFORMATION FROM THE NSW EMERGENCY SERVICES LEVY INSURANCE MONITOR - FOR RISKS IN NSW** Information

The Emergency Services Levy ("ESL") is an amount included by an insurance company in a premium payable for the issue of a regulated contract of insurance for the purpose of recouping emergency service contributions required to be paid by the insurance company and which are used to fund emergency services in NSW in the financial year in which the contract of insurance commences.

#### **The Insurance Monitor**

The office of the Insurance Monitor was established, in June 2016, as an independent body. Among the functions of that office is to provide information and advice about emergency services levy reform and to monitor the prices for the issue of regulated contracts of insurance. Professor Allan Fels AO and Professor David Cousins AM were appointed by the NSW Government as the Emergency Services Levy Insurance Monitor and Deputy Monitor, respectively on 8 June 2016.

If you would like further information

Contact your broker in the first instance if you have questions about your policy.

Information about the Insurance Monitor can be found at: [www.eslinsurancemonitor.nsw.gov.au](http://www.eslinsurancemonitor.nsw.gov.au)