

## **Product Disclosure Statement**

This product is issued by Catlin Australia Pty Ltd ABN 64 108 319 786

AFS License No: 301617

### **Introduction**

This Product Disclosure Statement (PDS) is an important legal document that contains details of your policy. Before you decide to buy insurance from Catlin Australia, please read this PDS thoroughly. This PDS is dated 10th of March, 2006

This PDS contains important information required under Part 7.9 of the Corporations Act 2001 and has been prepared to assist you in understanding the policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the policy including the benefits, limitations and risks and information about premiums. You will also need to read the policy for a full description of the terms, conditions, limitations and exclusions of the insurance policy.

### **Who is the Insurer?**

Catlin Australia Pty Ltd ("Catlin Australia") will be providing the financial service to you. Catlin Australia Pty Ltd is authorised to issue insurance policies on behalf of Catlin Underwriting Agencies Ltd ("CUAL"), the registered managing agent of Lloyd's of London syndicate 2003 which Catlin Australia has a binder agreement with. Both Catlin Australia and CUAL are wholly-owned subsidiaries of the Catlin Group, a publicly listed company on the UK stock exchange.

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

Catlin Australia Pty Ltd supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

### **What makes up your insurance contract?**

When Catlin Australia accepts your application or your existing Catlin Australia policy is renewed or amended, your contract of insurance is made up of your policy and your coverage summary.

### **Significant Features, Benefits and Exclusions**

The policy provides a number of significant features and benefits, subject to conditions and exclusions. A number of exclusions apply to the policy and all of them are important. It is important that you read your policy carefully in order to be aware of and understand the extent of cover that Catlin Australia offers. Refer to the policy for full details of all relevant exclusions.

### **Significant Risks**

You should make sure that your sum insured and the limits on different types of cover are sufficient to allow for replacement of your insured items in the event of a major loss. You should also make sure you understand all policy conditions contained in the policy.

### **Doctrine of Utmost Good Faith**

Every insurance contract is subject to this doctrine which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claims and/or the continuation of the insurance contract.

## **Your Duty of Disclosure**

Before you enter into a contract of general insurance with Catlin Australia, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know (or could reasonably be expected to know) as being relevant to our 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 Catlin Australia Pty Ltd before you renew, extend, vary or reinstate a contract of general insurance.

## **Limits of Disclosure**

You do not have to disclose to Catlin Australia Pty Ltd any matter: -

- That diminishes the risk to be undertaken by us;
- That is of common knowledge;
- That Catlin Australia Pty Ltd knows or, in the ordinary course of our business, ought to know;
- As to which compliance with your duty is waived by us.

## **Non-Disclosure**

If you fail to comply with your duty of disclosure above, we may be entitled to reduce our liability under the contract in respect of a claim and/or cancel the contract.

If your non-disclosure is deemed fraudulent, Catlin Australia Pty Ltd may also have the option of avoiding the contract from its beginning.

## **Change of Circumstances**

The terms and conditions of any insurance policy offered by Catlin Australia Pty Ltd will be based on the information provided to us. If any material change to the information provided on or with this application form occurs prior to the inception of the policy, it is essential that Catlin Australia Pty Ltd is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claims under the policy and/or jeopardise the continuation of the insurance contract.

## **Buying Insurance**

The following standards apply to the initial enquiry and buying of insurance and renewal of cover.

## **Information that we ask**

We will only ask for and take into account relevant information when assessing your application for insurance cover.

## **Assessing your application**

You will have access to information about you that we have relied on in assessing your application and an opportunity to correct any mistakes or inaccuracies. In special circumstance, we may decline to release information but we will not do so unreasonably. In these circumstances, we will give you reasons and you will have the right to request us to review our decision through our complaints handling procedures. We will provide our reasons in writing upon request.

## **Mistakes**

Where an error or mistake in assessing your application for cover is identified, we will immediately initiate action to correct it.

## **Misrepresentation**

Our sales process will be conducted in a fair, honest and transparent manner.

## **Declining Cover**

If we cannot provide you with insurance cover, we will:

- a) Give you reasons;
- b) Refer you to another insurer, FOS or NIBA, for information about alternative insurance options (unless you already have someone acting on your behalf); and
- c) If you are unhappy with our decision, make available information about our complaints handling procedures.

## **Product Information**

Information about our products and this Code will be available when you buy insurance as well as on request

## **Subrogation**

You may prejudice your rights with regard to a claim if, without prior approval from Catlin Australia, you make an agreement with a third party that would prevent us from recovering any applicable loss (in whole or in part) from that, or another party.

Your policy will contain provisions that have the effect of excluding or limiting the liability of Catlin Australia Pty Ltd for a claim under the policy if you have entered into any agreement that excludes limits or delays your right to recover damages from another party in respect of such claim.

## **Cost of Policy**

The cost of your policy with Catlin Australia is the Premium due detailed in your policy summary. It is made up of your premium plus any applicable government taxes and charges. If you have failed to pay the total premium due, Catlin may cancel the policy.

## **Deductibles**

If you make a claim under the policy you may be required to pay a deductible or excess. Details of applicable deductibles are provided in your policy summary. The policy sets out the terms relating to the payment of deductibles.

## **Taxation**

All taxes and charges are shown as separate items on the policy statement, (e.g. fire service levy, stamp duty depending upon location and GST)

## **Cooling off period**

You have the right to return the policy to use within 14 days of the date that the cover is incepted, unless a claim is made under the policy. If you return the policy during the cooling off period, Catlin Australia will refund the full amount of the premium less any duties or taxes payable. The policy will be terminated from the date Catlin Australia receives the request to return the policy.

## **Making a claim**

Benefits are payable if you suffer a loss that is covered under the policy during the policy period, except if an exclusion or condition applies. If you have a loss under the policy you must notify us or your insurance broker immediately.

## **Cancelling your policy before the due date**

You may cancel the policy at any time by returning it to Catlin Australia or by notifying us in writing detailing the future date that the cancellation will take effect. Catlin Australia will refund any unearned premium to you or your intermediary within 15 working days after the effective date of cancellation. Unearned premium will be computed pro rata for the unexpired term of the policy, unless agreed in advance through your insurance broker and set out in the insurance policy.

## **Privacy**

Catlin Australia Pty Ltd is committed to safeguarding and protecting you, the Insured's privacy. We are bound by the provisions of the Privacy Act 1988 which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

## **Purpose of Collection**

Catlin Australia Pty Ltd will only use the personal information you provide to us to quote on and insure your risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for us to provide your personal information to others, such as other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Catlin Australia will not under any circumstances trade, rent or sell your information.

If you don't provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, Catlin Australia will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

## **Access to Information**

You can check the personal information Catlin Australia Pty Ltd holds about you at any time. Requests for access can be made in writing to:

The Privacy Officer  
Catlin Australia Pty Ltd  
Level 19  
83 Clarence Street  
Sydney, NSW 2000

If there are any delays in responding to your request, Catlin Australia Pty Ltd will keep you informed of these throughout the process.

## **Complaints**

Catlin Australia Pty Ltd takes any and all complaints seriously and has established internal dispute resolution procedures to ensure all complaints are handled fairly, honestly and in a timely manner. Any problems or complaints in relation to privacy or other matters can be made in writing to:

The Complaints Officer  
Catlin Australia Pty Ltd  
Level 19  
83 Clarence Street  
Sydney, NSW 2000