



**Musicians & Singers**  
INSURANCE



**MARINE**  
**PROTECT**

**MUSICAL  
EQUIPMENT  
INSURANCE  
POLICY**

This is an important document. If You cannot read and understand English please use an interpreter to explain this document before You enter into this contract of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230 859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246. You should read the PDS enclosed when choosing whether or not to acquire or continue holding a policy.

NTI294 (05/04/2021)

# CONTENTS

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|   |           |
|---|-----------|
| <b>Product Disclosure Statement</b>                       | <b>4</b>  |
| Insurers  | 4         |
| National Transport Insurance                              | 4         |
| How to contact Us   | 4         |
| About Musicians Insurance Broker                          | 5         |
| Summary of Insurance Benefits and features                | 5         |
| Your Duty of Disclosure                                   | 6         |
| Premium and costs - How the premium is calculated         | 6         |
| Cooling off period  | 6         |
| Cancelling Your Policy                                    | 7         |
| Privacy Policy  | 7         |
| Resolving Your Complaints                                 | 7         |
| General Insurance Code of Practice                        | 9         |
| <b>Policy Wording</b>                                     | <b>10</b> |
| <b>General Definitions to this Policy</b>                 | <b>10</b> |
| <b>Our Agreement with You</b>                             | <b>12</b> |
| <b>The Cover</b>  | <b>13</b> |
| What This Policy Covers                                   | 13        |
| Additional Cover  | 13        |
| <b>How To Make A Claim and Your Responsibilities</b>      | <b>14</b> |
| <b>Exclusions to this Policy</b>                          | <b>16</b> |
| <b>Conditions of this Policy</b>                          | <b>18</b> |
| <b>Your Responsibilities When You are Insured with Us</b> | <b>19</b> |
| <b>Your Responsibilities when Making a Claim</b>          | <b>19</b> |

# PRODUCT DISCLOSURE STATEMENT

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## The purpose of this product disclosure statement (PDS)

This is a summary only. Please read this document (and all the documents which comprise this Policy as defined in the Definition to this Policy below), in full. For a full description of this insurance product, You will still need to read the Policy attached to this document for its terms, conditions and limitations.

This PDS:

- has been prepared to assist You in understanding the types of Cover available under this insurance Policy and in making an informed choice about Your insurance requirements.
- sets out the significant features of this insurance Policy including its benefits, risks and information about how the premium is calculated.
- also explains what to do, who to contact if You have a dispute regarding the Policy and the taxation implications for insurance.
- also notifies You of Your entitlement to a cooling-off period after You have entered into a contract of insurance, and
- sets out the circumstances under which You are not covered.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- the Policy and the types of Cover it provides, as well as the benefits, limitations and exclusions in the Policy;
- the rest of this "Introduction" section - this sets out How to Contact Us, Summary features of Your Cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" set out the general exclusions that apply to the Cover and benefits;
- the "How We will Settle a Claim" "Conditions" and "Claims Responsibilities" sections set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

## Insurers

Who is the insurer?

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

'NTI', 'We', 'Us', or 'Our' means National Transport Insurance administered by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## National Transport Insurance (NTI)

Marine Protect is powered by NTI, Australia's specialist insurer with over 40 years of experience in the insurance industry. With an award winning claims service, NTI is the company You can count on to protect You and Your business. Two of Australia's leading general insurers - Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI - so You can rest assured that You are in safe hands.

## How to contact Us

Please visit Our website at [www.nti.com.au](http://www.nti.com.au) to locate Your nearest NTI office and obtain contact details.

# PRODUCT DISCLOSURE STATEMENT

## About Musicians Insurance Broker

The Musician Insurance Broker (MIB), a trading name of WSC Insurance Brokers Pty Limited, ABN 31 002 507 637, AFS Licence No. 238854, (the Broker) is an insurance broking organisation which specialises in arranging insurance for professional musicians. The Broker is authorised by Us to arrange, enter into, vary, renew, or cancel contracts of insurance. In all aspects of the Policy, the Broker acts as an agent for National Transport Insurance and not for You.

Any advice of any nature provided by the Broker to You is provided under the Australian Financial Services License of the Broker.

If You need information about this insurance in the first instance, please contact The Musician's Insurance Broker. This Policy is available exclusively to You through MIB. MIB does not issue, guarantee or underwrite this Policy.

MIB is a wholly owned trading entity of:

WSC Insurance Brokers Pty. Limited

AFS Licence No. 238854 ABN 31 002 507 637  
Level 1, 12-16 President Avenue,  
Caringbah NSW 2229  
PO Box 869 Caringbah NSW 1495  
**Telephone** 1300 733 476

**Facsimile** (02) 9526 2667

**Email** jacqui@wscbrokers.com.au

**Web** www.wscbrokers.com.au

## Important Information about MIB's advice

Any advice MIB gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on MIB's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire this Policy, We strongly recommend You read this PDS.

## Summary of insurance benefits and features

The table below is a summary of some of the major coverage benefits available in this Policy. Exclusions, limits and conditions apply, so please refer to Your Policy Schedule and full Policy wording in this document for full details.

| Musical Equipment          |  |
|----------------------------|--|
| <b>Cover</b>               | Accidental loss, damage or theft of Your equipment (and other specified property declared to and accepted by us) while Your equipment is in transit, in use or in storage.   |
| <b>Additional Benefits</b> | <b>Additional Items</b><br>Items not appearing on the Policy Schedule that are purchased from a Musical Equipment Provider will be automatically covered for a period of seven (7) days from the date of purchase. The maximum We will pay for accidental loss or damage to any such additional items is \$5,000.<br><b>Hire Substitute Equipment</b><br>We will pay the reasonable costs of hiring equipment of similar type to the Equipment that has been lost or damaged, pending replacement of the lost or damaged Equipment. We will pay these reasonable costs for the lesser of a period of one month from the date of the Accidental Loss or Damage or to the date Your Equipment is repaired or replaced or We pay You the cost of the repair or replacement. The maximum amount We will pay for the additional cover is 20 per cent of the Sum Insured of the lost or damaged Item(s). |

# PRODUCT DISCLOSURE STATEMENT

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## Musical Equipment

|   |   |
|---|---|
| <b>Excess</b>                                 | When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim. Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess. |
| <b>Circumstances when You are not covered</b> | All insurance policies have exclusions and conditions and You should read the full Policy wording to familiarise Yourself with the full details of these important conditions and exclusions.   |

## Your duty of disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984(ICA) s.21 and the Marine Insurance Act 1909(MIA) s. 24, 25 and 26 (whichever is applicable) to tell Us pursuant to the ICA: anything that You know, or could reasonably be expected to know, which may be relevant to Our decision to insure You and on what terms, or pursuant to the MIA: every material circumstance which is known to You or which ought to be known to You which would influence Us in fixing the premium or determining whether to accept the risk.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You do not tell Us something

Where the Insurance Contract Acts applies: If You do not tell us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Where the Marine Insurance Act 1909 applies: If You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

## Who must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

## Premium and costs - How the premium is calculated

Your premium may be calculated using all or some of the following:

- The types and value of Insured Goods to be Insured
- Sum Insured
- Your insurance and claim/incident history and experience;
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

## Cooling off period

We will refund all Premium paid for Cover under the insurance Policy if You request cancellation of the insurance Policy within 21 days of its commencement and the transit insured has not already been completed. To do this, You must advise Us in writing and return the schedule to MIB. You will receive a full refund of the Premium paid provided nothing has occurred for which a claim is payable under the Policy.

# PRODUCT DISCLOSURE STATEMENT

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## Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund Premium for each day of the unexpired Period of Insurance.

The daily Premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

Where the Marine Insurance Act 1909 applies, We may cancel the Policy in the event of any non-payment of the Premium or for any other reason available at law. Details are outlined in the Cancellation clause in the Conditions area. In any case, Cancellation will be effective from 4 pm of the day on which the notice of cancellation is effective.

## Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information, however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate You must contact us to update Your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the 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 using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If You need to make a complaint about Your personal information or make a complaint about a privacy breach You can do so by phoning us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003. A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## Resolving Your Complaints

### What You do and who You contact if You have a complaint or dispute involving us:

If You have a complaint about Your insurance policy, decisions on Your claims or any of the services You have received from Us or one of Our representatives, You may access Our Complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution System is available from all NTI offices.

### Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

# PRODUCT DISCLOSURE STATEMENT

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## Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

## External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

### **Australian Financial Complaints Authority**

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au) Web: [www.afca.org.au](http://www.afca.org.au)

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.



# PRODUCT DISCLOSURE STATEMENT

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## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

# POLICY WORDING

## GENERAL DEFINITIONS TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

| Word                                 | Meaning  |
|--------------------------------------|--|
| <b>Accidental Loss or Damage</b>     | means a sudden unforeseen event or happening causing physical loss or damage which is unexpected and unintended. Accidental Loss or Damage will include loss due to fire or theft of Equipment. Accidental Loss or damage will not include loss or damage to electronic data, software, coding programme or film unless as a direct result of physical damage which is otherwise Insured by this Policy.   |
| <b>Consequential Loss</b>            | means indirect losses of any description, including loss of market, loss of business opportunity or loss of profits, or any other financial loss incurred following loss or damage to goods insured under this Policy.   |
| <b>Cover(s) / Covered / Coverage</b> | means the benefit and protection provided by this Policy specified in Your Policy Schedule.  |
| <b>Effective Date</b>                | means the date and time specified in Your Policy Schedule from which You are Covered.  |
| <b>Equipment</b>                     | means the musical equipment, accessories and/or similar items specified and valued in the Policy Schedule.   |
| <b>Excess</b>                        | means the amount You contribute towards the cost of a claim as noted on the Policy Schedule or elsewhere in the Policy.  |
| <b>Flood</b>                         | <ul style="list-style-type: none"> <li>a. a temporary covering of normally dry land by partial or complete inundation of water resulting from:               <ul style="list-style-type: none"> <li>i. overflowing from the normal confines of any natural watercourse, river, creek or lake (whether or not it has been altered or modified) or any reservoir, canal or dam; or</li> <li>ii. an accumulation or flowing of water on the ground resulting from precipitation; or</li> </ul> </li> <li>b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or</li> <li>c. water discharged from sewerage or waste water systems due to pressure induced by an accumulation or flowing of water.</li> </ul> |
| <b>Geographical Limits</b>           | means anywhere in the world.   |
| <b>GST</b>                           | has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.   |
| <b>Headings</b>                      | when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.  |
| <b>Input Tax Credit</b>              | has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.   |
| <b>Insurance Proposal</b>            | means the particulars of insurance completed by You, as Your application for insurance, including any broker submission, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.  |
| <b>National Transport Insurance</b>  | means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.   |
| <b>Premium</b>                       | means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.  |

# GENERAL DEFINITIONS TO THIS POLICY

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| Word  | Meaning  |
|---|--|
| <b>Policy</b>                                 | means this document and Your Policy Schedule the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.  |
| <b>Policy Schedule</b>                        | means the most current Cover details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.   |
| <b>Musical Equipment Provider</b>             | means a retailer or wholesaler who We determine is a specialist provider of musical equipment.   |
| <b>Sum Insured</b>                            | means the amount specified against each item of equipment in the Policy Schedule.  |
| <b>Terrorism</b>                              | means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), 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, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. |
| <b>We/Our/Ours/Us/NTI/Underwriter/Insurer</b> | means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.  |
| <b>You/Your/Yours / Insured/Assured</b>       | means the client (person or company) named in the Policy Schedule.   |

# OUR AGREEMENT WITH YOU

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Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the Cover details that are relevant to Your Policy;
- c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You, Your broker or intermediary subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

## **Important Things You Should Know**

You are only covered for the Cover options of this Policy and optional Extensions and any other endorsed Cover, shown on Your Policy Schedule.

Should there be any change in circumstances or any change in the nature of the risks which are the basis of the contract, You must advise Us immediately and in writing. We will only be liable (to the extent permitted by law) under this Policy if We have agreed in writing to the change.

# THE COVER

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## What This Policy Covers

### Cover for Musician's Equipment

We agree, in consideration of the payment to Us by or on behalf of You of the Premium as specified in the Policy Schedule, to indemnify You, up to the Sum Insured, in respect of any event occurring during the Period of Insurance and within the Geographical Limits, which causes Accidental Loss or Damage or theft to/of Your Equipment while Your Equipment is in transit, in use or in storage.

This indemnity is provided on the basis that the mode of transport conveying Your Equipment or the building storing Your Equipment, are at all times securely locked when not in use or not attended and that all Equipment is properly packed and protected for the normal risks of transit.

### Additional Cover

#### Additional Items

Additional items not appearing on the Policy Schedule that are purchased from a Musical Equipment Provider will automatically be covered for a period of (7) days from the date of purchase.

The maximum We will pay for Accidental Loss or Damage to any such additional items is \$5,000.

#### Hire Substitute Equipment

We will pay the reasonable costs of hiring equipment of similar type to the Equipment that has been lost or damaged, pending replacement of the lost or damaged Equipment. We will pay these reasonable costs for the lesser of a period of one month from the date of the Accidental Loss or Damage or to the date Your Equipment is repaired or replaced or We pay You the cost of the repair or replacement. The maximum amount We will pay for the additional cover is 20 per cent of the Sum Insured of the lost or damaged Item(s)

# HOW TO MAKE A CLAIM AND YOUR RESPONSIBILITIES

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If You notice any of Your property to be missing or damaged, You must immediately:

- take whatever steps are necessary to prevent further loss or damage
- inform the Police as soon as possible if Insured Property is lost or damaged as a result of theft or attempted theft, vandalism or a malicious act
- advise the Professional Carrier who moved the Insured Property
- contact MIB. A claim form will be sent to You to complete and return.
- do not authorize repairs to or replacement of the Insured Property without approval from Us.

We will contact You and advise what to do next. You may be asked to provide documents such as repair/replacement quotations and shipping documents. When You have completed the claim form, answered Our questions and supplied the requested documents We decide the best way to handle the claim, which may be to:

- appoint a surveyor/assessor who will contact You
- repair the damage
- replace the lost/damaged item
- pay You a sum of money.

You need to make Your claim as soon as possible. Any delays may:

- reduce the amount that We pay, or
- prevent Us from paying a claim.

We will ask You a range of questions to help Us assess Your claim. We may:

- ask You to provide Us with proof of ownership
- need to inspect damaged items
- need quotations from a repairer.

## How We settle a claim

Provided that Our liability shall in no case exceed the Sum Insured or other limits stated in the Policy, in respect of each item of Equipment or any other item insured by the Policy, We will, at Our option:

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

## Automatic Reinstatement of the Sum Insured for Partial Losses

Each claim for loss or damage to Your Equipment reduces the amount insured for such Equipment. Where You have sustained partial loss or damage to or of Your Equipment, We will automatically reinstate the Sum Insured after that partial loss or damage at no additional cost; but should You sustain a total loss of Your Equipment then no such automatic reinstatement or refund of Premium for totally lost Equipment, will occur. Items of Equipment the subject of total loss will be removed from the Policy Schedule.

## Underinsurance

It is Your responsibility to ensure that the Sums Insured for Your property are adequate. Sums Insured should reflect the new replacement value of property. If Sums Insured are not adequate, claims may not be paid in full.

Our liability shall in no case exceed the Sum Insured or other limits stated in the Policy, in respect of each item of Equipment or any other item insured by the Policy.

You should review the adequacy of Sums Insured periodically during the Period of Insurance and prior to renewal each year.

# HOW TO MAKE A CLAIM AND YOUR RESPONSIBILITIES

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Inadequacy of Sums Insured can present significant issues of financial hardship. If You are unable to establish the adequacy of Sums Insured, You should seek assistance from Your insurance adviser.

## **What You must pay if You make a claim - Excess**

'Excess' means the amount You must contribute to any claim You make under this Policy. The Excess applicable to this Policy is:

- a) \$100 each and every loss, unless a higher Excess is noted in Your Policy Schedule in which case the Excess noted in Your Policy Schedule will apply
- b) An additional \$250 Excess will be applied to each and every loss for theft from a motor vehicle

You must pay any Excess to Us, or to the supplier or repairer - We will tell You who to pay the Excess to. If We choose to pay You, We may deduct the amount of Excess from the amount We settle Your claim for.

# EXCLUSIONS TO THIS POLICY

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## **Any cover We provide is subject to the following exclusions.**

We do not Cover loss or damage directly or indirectly caused by or contributed to by or arising from any of the following:

1. Flood
2. rainwater run-off over the surface of the land, unless caused by water escaping from any pipe water or drainage system destroyed or damaged by a storm or caused by blockage, failure or inadequacy of any stormwater drain or street gutter
3. actions of the sea, tidal wave, sea spray or high water
4. water damage to Equipment or any other item insured by this Policy, resulting from exposure to the open air outside the limits specified by the manufacturer of the Equipment or item
5. theft or misappropriation of Equipment or any other item insured by this Policy by hirers or employees;
6. theft without forcible entry to a securely locked premises or motor vehicle
7. wear and tear, gradual deterioration, fading, or developing flaws, normal upkeep or making good or from any process of cleaning, repairing, or restoring any article
8. electrical, mechanical or digital malfunction of any Equipment or other item insured by this Policy
9. breakage of any computerised components, specified in the Policy Schedule, or electronic working parts or digital parts that form part of the working body of the Equipment or any other item insured by this Policy, unless such breakage is caused by fire or the actions of thieves, or the breakage occurs simultaneous to other Accidental Loss or Damage to the Equipment or any other item insured by this Policy
10. breakage of any strings, and / or reeds and / or drum heads
11. Consequential or indirect loss of any description, including loss of market, loss of business opportunity or loss of profits or any other financial loss incurred following loss or damage to Goods insured under this Policy.
12. climatic or atmospheric conditions or extremes of temperature, including permeation of dust or foreign particles in Equipment or any item insured by this Policy
13. strikes, riots, civil commotions, civil disturbances assuming the proportions of or amounting to a popular rising, military rising, martial law or the act of any lawfully constituted authority
14. seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority, or handling of contraband or illicit trade or transportation
15. faulty materials or faulty workmanship
16. fraudulent or dishonest acts, fraudulent misappropriation, embezzlement or forgery
17. any stock in trade held in a retail store, free or bonded warehouse or any other place of storage
18. Your Equipment or any other item insured under this Policy, if it has been left in any premises which have become unoccupied for a continuous period in excess of sixty (60) days
19. denting or scratching of Equipment caused by normal wear & tear or ageing.

**Additionally**, the following six exclusions apply regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage:

20. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
21. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
22. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
23. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, except radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
24. any actual or alleged liability whatsoever for any claim or claim in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos



# EXCLUSIONS TO THIS POLICY

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25. any chemical, biological, bio-chemical or electromagnetic weapon.

This Policy also excludes any loss, damage, destruction, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in conjunction with any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to the above exclusions.

## **26. Sanctions Exclusion Clause**

This clause shall be paramount.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any claim or provision of any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## **27. Electronic Data Exclusion**

This Policy does not insure loss or damage caused by:

- a) the unavailability of data and/or malfunction of hardware or embedded chips
- b) any business interruption losses resulting there from.

Provided that this exclusion shall not apply where such loss or damage occurs as a direct result of physical damage which is otherwise insured by this Policy.

## **28. Marine Cyber Endorsement - LMA5403 11/11/19**

28.1 Subject only to clause 28.3 below, in no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

28.2 Subject to the conditions, limitations and exclusions of this Policy to which this clause attaches, the indemnity otherwise recoverable by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.

28.3 Where this clause is endorsed on a Policy covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or Terrorism, clause 4.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **29. War and Terrorism Exclusions**

This Policy does not insure death, injury, illness, loss, damage, cost or expenses of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power, and
- b) any act of Terrorism.

For the purpose of this Exclusion, Terrorism means an act including but not limited to the use or threat of force or violence by 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 committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Policy also excludes death, injury, illness, loss, damage, cost or expenses of any 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, the above Exclusions.

# CONDITIONS TO THIS POLICY

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## 1. Australian law & jurisdiction

This Policy is governed by the laws of Australia. Any disputes relating to this Policy will be determined in accordance with the Law of the state or territory of Australia in which the Policy was issued and will be subject to the exclusive jurisdiction of the courts of Australia.

## 2. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy:

- a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or
- b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

## 3. Goods and Services Tax

The amount of Premium paid by You for Your Policy includes an amount for GST on the Premium. If You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions in this Policy (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

## 4. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## 5. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

## 6. Cancellation

You may cancel Your Policy at any time by giving Us written notification. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule. We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth). We will refund premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

# YOUR RESPONSIBILITIES WHEN YOU ARE INSURED WITH US

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In addition to Your duty of disclosure, there are other responsibilities that You must meet when You are insured with Us.

Should there be any change in the nature of the risks which are the basis of the contract, You must advise Us immediately and in writing. We will only be liable (to the extent of Our legal entitlement) under this Policy if We have agreed in writing to the change.

If You tell Us about any changes to Your circumstances We may:

- alter the terms and conditions of Your Policy, or
- charge You an additional Premium, or
- cancel Your Policy.

In addition, You must also:

- be truthful and frank in any statement You make in connection with Your Policy
- pay Your Premium
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on Your behalf obeys all laws
- follow the conditions of this Policy
- not make a fraudulent claim under this insurance Policy or any other policy.

# YOUR RESPONSIBILITIES WHEN YOU ARE MAKING A CLAIM

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When You make a claim You must meet a number of responsibilities. You must:

- be truthful and frank in any statement You make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if Your Equipment suffers loss or damage as a result of theft or attempted theft, vandalism or a malicious act
- not repair or replace any damaged item without Our consent.

In addition, You also give Us Your rights to claim from anyone else.

If You have a right to claim from anyone else for any loss or damage covered by Us, You give Us Your rights to make that claim, to conduct, defend or settle any legal action and to act in Your name. You must not do anything which prevents Us from doing this and You must give Us all the information and cooperation that We require.





**NATIONAL OFFICE**

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