

Firearms General Property

Product Disclosure Statement and Policy Wording

CONTENTS

About This Document	2
About Prorisk And The Insurer	2
Important Information About Sporting Shooters' Association Of Australia (Ssaa) Firearms General Property Insurance	2
How to Make a Claim	3
Conditions.....	3
Applying For Cover.....	3
Eligibility Criteria	3
Summary of Cover and Benefits.....	3
What You Are Not Covered For.....	3
Where Cover is Provided.....	4
The Cost of This Insurance Policy.....	4
Paying Your Premium.....	4
When The Policy Begins And Ends.....	4
Cancelling The Policy	4
Renewal of The Policy.....	5
Waiver of Rights of Subrogation.....	5
Your Duty of Disclosure	5
Changes to Your Circumstances	5
How We Protect Your Privacy	5
The General Insurance Code of Practice	6
Complaints Handling	6
Taxation Implications.....	6
Several Liability Notice	7
Law and Jurisdiction	7
Service Of Suit.....	7
Sanctions.....	7
Updating This Product Disclosure Statement.....	7
The Policy Wording	8
Policy Limits.....	8
What is Covered	8
Replacement Items.....	8
What is Not Covered	9
General Conditions.....	10
Claims.....	11
What You Must Do	11
How To Make A Claim.....	11
Input Tax Credit Entitlement	12
Definitions.....	12

ABOUT THIS DOCUMENT

This Product Disclosure Statement (PDS) contains information to help **You** make an informed decision on whether to buy the Policy.

It is important that **You** read this document carefully, along with any other document We tell **You** forms part of the **Policy**, so that **You** understand the cover provided and its terms, conditions, exclusions and limits.

Please keep this document and **Your Policy Schedule** safe for future reference.

Some words and phrases used in this document have special meanings. These words and phrases start with a capital letter and are in **bold** type. Their meanings are given on pages 12 to 13.

ABOUT PRORISK AND THE INSURER

Who are ProRisk?

Professional Risk Underwriting Pty Ltd (ABN: 80 103 953 073) (AFSL 308076) ("**ProRisk**") is an Australian underwriting agency and coverholder for certain Underwriters at Lloyd's. **ProRisk** was incorporated in 2003 and quickly established itself as an innovative and competitive underwriting agency offering quality insurance solutions for Australian businesses and consumers.

For more information about **ProRisk** visit www.prorisk.com.au

ProRisk has entered into a Binding Authority Agreement with the **Insurer** which is referenced on the **Policy Schedule** and that allows **ProRisk** to issue, vary or dispose of this insurance on the **Insurer's** behalf as if they were the **Insurer** in accordance with the terms of the binding authority provided. In doing so, **ProRisk** acts for the **Insurer** not **You**.

ProRisk can be contacted by telephone or in writing at:

ProRisk
Level 3 100 Wellington Parade
EAST MELBOURNE VIC 3002

Email: enquiries@prorisk.com.au
Phone: (03) 9235 5255 Fax: 1800 633 073

Who is the Insurer?

The **Policy** is underwritten by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them will be supplied on application. In consideration of the **Premium** specified in the **Policy Schedule** the said **Underwriters** are hereby bound, severally and not jointly, each for his own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon. The **Insurer** is referred to in the **Policy** as "**We**", "**Our**", "**Us**", "**Underwriters**" or "the **Insurer**".

IMPORTANT INFORMATION ABOUT SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA (SSAA) FIREARMS GENERAL PROPERTY INSURANCE

SSAA Firearms General Property Insurance is designed to provide cover for firearms which are owned by **You** and kept at **Your Premises** for accidental damage or against fire, theft, collision and other specified events which occur in the Commonwealth of Australia and all of its States and Territories including all external Territories and New Zealand and **Items** while overseas for a period of 28 days any one trip.

There is no cover under this **Policy** for any compensation and/or related legal costs which **You** become legally liable to pay as a result of **Your** firearm causing injury to or the death of any person, or damage to someone's property.

Only **You** can decide whether **You** need the cover provided by SSAA Firearms General Property Insurance. As the PDS and Policy Wording contain information that may help **You** make that decision, **We** suggest that **You** read both to see what is and what is not covered. Any advice contained in this document is of a general nature and unfortunately **We** cannot give consideration to **Your** personal financial situation or needs.

This insurance is not compulsory and no third party can insist upon **You** taking out the **Policy** as a condition of membership. **You** should also be aware that **You** can effect insurance of this kind with any insurer of **Your** choice.

HOW TO MAKE A CLAIM

Full details of what **You** must do to enable **Your** claim to be considered are provided in the 'Claims' section on pages 11 to 12 of this PDS. To make a claim under this **Policy** please contact:

ProRisk

Level 3, 100 Wellington Parade
EAST MELBOURNE VIC 3002

Email: enquiries@prorisk.com.au

Tel: (03) 9235 5255

CONDITIONS

There are conditions which apply to the whole of this insurance and full details of these can be found in the "General Conditions" section on page 10 of this document. There are also conditions which relate specifically to making a claim, and these can be found in the "Claims" section on pages 11 to 12. In these sections **You** will find conditions that **You** need to meet. If **You** do not meet these conditions, **We** may reject a claim payment or a claim payment could be reduced. In some circumstances, **Your Policy** may be cancelled.

APPLYING FOR COVER

You may apply for this insurance if **You** are a member of the Sporting Shooters' Association of Australia (SSAA).

Assuming that **You** meet all eligibility criteria and **Your** application is accepted, **You** will be issued with a **Policy Schedule** confirming **Your** cover including the following information:

- Your name;
- Your Premium including taxes and charges; and
- the Period of Insurance.

ELIGIBILITY CRITERIA

You can apply for this insurance if:

- You are a member of the Sporting Shooters' Association of Australia; and
- You are at least 18 (eighteen) years of age at the commencement date of the **Policy**;
- You hold a permit for the covered Items at all times throughout the **Period Of Insurance**;
- You are the registered owner of the covered Items.

SUMMARY OF COVER AND BENEFITS

The following is a summary only and does not form part of the terms and conditions of **Your** insurance. **You** must read this entire document including the Policy Wording to make sure it matches **Your** expectations.

This insurance is designed to provide cover for firearms (called "**Items**" in this document) which are owned by **You** and kept at **Your Premises** for accidental damage or against fire, theft, collision and other specified events.

Cover	Sum Insured	Excess
Accidental Damage	Up to \$25,000	\$100 Each and every claim
Fire, Theft, Collision and Other Specified Events	Up to \$25,000	\$100 Each and every claim

The maximum We will pay in total for all claims during any one Period of Insurance is \$25,000.

WHAT YOU ARE NOT COVERED FOR

There are certain times when this insurance may not provide cover. Ensure that **You** have read the "What is Not Covered" section on pages 9 to 10 for full details.

We may also refuse to pay or may reduce the amount **We** pay for a claim:

- If **You** do not comply with the **Policy** terms and conditions;
- If **You** do not comply with **Your Duty of Disclosure**; or
- If **You** make a fraudulent claim.

WHERE COVER IS PROVIDED

In relation to all **Items** insured under the **Policy**, cover is provided for accidental damage or against fire, theft, collision and other specified events which occur in the Commonwealth of Australia and all of its States and Territories including all external Territories and New Zealand and **Items** while overseas for a period of 28 days any one trip.

THE COST OF THIS INSURANCE POLICY

The total **Premium** is the amount **We** charge **You** for this **Policy**. It includes the amount **We** have calculated for the risk, distribution costs, and taxes and government charges applicable. **You** will be informed of the cost of this **Policy** prior to purchasing and the **Premium** will also be shown on the **Policy Schedule**.

When calculating the **Premium**, **We** take a number of factors into account. The main factors that impact **Your Premium** include:

- the average cost of claims. e.g. the cost of claims is a determining factor in calculating the **Premium** cost
- the frequency of claims occurring. e.g. the frequency or number of claims is a determining factor in calculating the **Premium** cost
- distribution cost e.g. the costs associated with the product research, development, packaging, marketing and distribution
- the ongoing cost of servicing **Your Policy**.

This is a single premium policy, that is, it provides cover for the **Period of Insurance**.

PAYING YOUR PREMIUM

This is an annually renewable insurance for which the **Premium** is payable in one lump sum payment prior to the commencement of the **Period of Insurance** by cash, cheque or credit card.

You must pay **Your Premium** by the due date. If **We** do not receive **Your Premium** by the due date or **Your** payment is dishonoured then this **Policy** will not operate and there will be no cover under this **Policy**.

WHEN THE POLICY BEGINS AND ENDS

The **Policy**:

- is entered into with **You** and **Your** cover begins on the date and at the time shown on the **Policy Schedule** as the start of the **Period of Insurance**, provided that the **Premium** has been paid (or **You** have agreed to pay it);
- And
- continues for the **Period of Insurance** or until the **Policy** ends according to the **Policy** terms and conditions or by law (whichever occurs first).

The **Policy** ends, and **We** stop paying benefits, on the earliest of any of the following:

- the last day of the **Period of Insurance**;
- the expiry of **Your** membership of the Sporting Shooters' Association of Australia;
- the date **We** receive a request in writing, by email or telephone from **You** to terminate the **Policy**;
- the date given when **We** provide **You** with written notice to terminate the **Policy** in accordance with relevant legislation;
- the **Premium** is not received.

CANCELLING THE POLICY

Cooling Off Period

You may cancel the **Policy** by advising **ProRisk** within 28 days of the start date of the **Period of Insurance**, provided that **You** have not made a claim. Contact details for **ProRisk** are given on page 2. If **You** cancel during the Cooling Off Period **We** will provide **You** with a full refund of any **Premium** paid for the **Policy** less any government charges, taxes or duties **We** cannot recover.

Your cancellation rights after the Cooling Off Period

In addition to **Your** Cooling Off Period rights, **You** may cancel the **Policy** at any time by telling **ProRisk** that **You** want to cancel it. **ProRisk**'s contact details can be found on page 2. For more information about any **Premium** refund rights **You** may have, please see the 'Cancellation refund rights' section below.

How We may cancel Your Policy

We may cancel the **Policy** in accordance with section 60 of the Insurance Contracts Act 1984 (Cth). For example, We can cancel:

- if **You** have failed to comply with the duty of utmost good faith; or
- if **You** have failed to comply with **Your Duty of Disclosure** (detailed on page 5); or
- where **You** made a misrepresentation to **Us** during negotiations for the **Policy** but prior to the issue of the **Policy**; or
- where **You** have failed to comply with a provision of the **Policy**, including the terms relating to payment of **Premium**; or
- where **You** have made a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**.

We will give **You** 30 days' notice of cancellation in writing. We will give **You** this notice in person or send it to **Your** address last known to **Us**.

Cancellation refund rights

If **You** or **We** cancel the **Policy** after the Cooling Off period then, provided no claim has been made, **You** will receive a refund of **Premium** less a pro rata proportion of the **Premium** for time on risk less any government charges, taxes or duties **We** cannot recover.

RENEWAL OF THE POLICY

This is an annually renewable insurance. At least 14 days prior to the expiry of **Your Period of Insurance** **You** will be advised whether or not **We** can offer to renew **Your Policy**.

WAIVER OF RIGHTS OF SUBROGATION

This **Policy** provides that **You** must not, without **Our** prior written consent, enter into any contract or agreement which excludes, limits or prejudices any right of recovery which **You** may have in respect of any claim covered by this **Policy**. Further, **You** must not do anything or fail to do anything which excludes, limits or prejudices **Our** rights of subrogation.

YOUR DUTY OF DISCLOSURE

Before **You** enter into a contract of insurance, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, which may affect **Our** decision to insure **You** and on what terms.

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

If **You** do not tell **Us** anything **You** are required to, such as if **You** change **Your** address or cease to hold a permit for **Your** insured **Item(s)**, **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.

CHANGES TO YOUR CIRCUMSTANCES

You must tell **Us** as soon as possible if any of the following happen:

- **You** cease to hold a permit for any **insured Item(s)**; or
- **You** cease to be a member of the Sporting Shooters' Association of Australia during the **Period of Insurance**.

HOW WE PROTECT YOUR PRIVACY

We are bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information.

We collect personal information (including sensitive information) about **You** to enable **Us** to provide **You** with relevant products and services, to assess **Your** application for insurance and, if a contract is entered into, to enable **Us** to provide, administer, and manage the **Policy**, and to investigate and handle any claims under the **Policy**.

We may disclose personal information **We** collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include lawyers, claims adjusters, and others appointed by **Us** to assist **Us** in providing relevant products and services. **We** may also disclose **Your** information to **Your** agents.

Any information provided to the **Insurer** regarding **You** will also be processed by **Us**, in Compliance with the provisions of the United Kingdom Data Protection Act 1998 (and all applicable laws which replace or amend it, including the European General Data Protection Regulation), for the purposes of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties. By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures.

If **You** do not provide all or part of the information required, **We** may not be able to provide **You** with **Our** products and services, consider **Your** application for insurance, administer the **Policy**, or assess or handle claims under the **Policy**. **Your Duty of Disclosure** may require **You** to provide personal information to **Us**.

By providing **Us** with personal information, **You** and any person **You** provide personal information for, consent to these uses and disclosures unless **You** tell **Us** otherwise. If **You** wish to withdraw **Your** consent for receiving information on products and offers by **Us** or persons **We** have an association with please contact **Us**. Contact details are given on page 2.

Further information about **ProRisk's** collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au. To obtain a hard copy of **ProRisk's** Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at **ProRisk** by email: enquiries@prorisk.com.au or by mail at the address shown on page 2 of this document.

THE GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code subject to certain Lloyd's specific qualifications.

To obtain more information on the Code of Practice please contact **ProRisk** or **You** can access the Code at: www.codeofpractice.com.au. **ProRisk's** contact details are given on page 2 of this document.

COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to **ProRisk** in the first instance. **ProRisk's** contact details are set out on page 2 of this PDS. **ProRisk** has a complaints handling and internal dispute resolution process to assist **You**, and will respond to complaints within 15 business days. If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should contact:

Lloyd's General Representative Australia

Lloyd's Australia Limited Level 9, 1 O'Connell St
Sydney NSW 2000 Australia

Phone: +61 (0)2 8298 0783

Fax: +61 (0)2 8298 0788

Email: ldraustralia@lloyds.com

If **Your** dispute remains unresolved within 45 calendar days of its receipt **You** may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. AFCA contact details are:

The Australian Financial Complaints Authority

Local call: 1800 931 678

Post: GPO Box 3

Melbourne, Victoria 3001

Email: info@afca.org.au

Website: www.afca.org.au

The AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your** insurer. **Your** dispute must be referred to the AFCA within 2 years of the date of **Our** final decision.

If the complaint is not eligible for referral to the AFCA, **You** will be advised of other options for resolution.

TAXATION IMPLICATIONS

With this insurance there may be taxation implications affecting **You**, depending upon **Your** own circumstances. We recommend that **You** seek professional advice.

SEVERAL LIABILITY NOTICE

The subscribing underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriters who, for any reason, do not satisfy all or part of their obligations.

LAW AND JURISDICTION

This insurance will be subject to Australian law and practice and **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.

SERVICE OF SUIT

The **Underwriters** accepting this insurance agree that:

- i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the **Underwriters** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii) any summons notice or process to be served upon the **Underwriters** may be served upon:

**Lloyd's General Representative
Australia**

Lloyd's Australia Limited Level 9,
1 O'Connell Street
Sydney NSW 2000 Australia

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

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

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

UPDATING THIS PRODUCT DISCLOSURE STATEMENT

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. **We** will issue **You** with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire the **Policy**, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes. (**You** can get a paper or an electronic copy free of charge by contacting **ProRisk** using the contact details provided on page 2 of this document).

THE POLICY WORDING

SSAA Firearms General Property Insurance is designed to provide cover for firearms which are owned by **You** and kept at **Your Premises** for accidental damage or against fire, theft, collision and other specified events.

In relation to all **Items** insured covered under this **Policy**, cover is provided for accidental damage or against fire, theft, collision and other specified events which occur in the Commonwealth of Australia and all of its States and Territories including all external Territories and New Zealand and **Items** while overseas for a period of 28 days any one trip.

There is no cover under this **Policy** for any compensation and/or related legal costs which **You** become legally liable to pay as a result of **Your** firearm causing injury to or the death of any person, or damage to someone's property.

An example of how a claim may be paid is shown below.

POLICY LIMITS

- **We** will pay up to \$25,000 for any one insured **Item** in the event of a claim.
- **We** will pay up to \$25,000 in total for any number of claims arising during any one **Period of Insurance**.
- **You** must pay the first \$100 of any claim. This is called the **Policy Excess**. If **Your** claim relates to more than one **Item**, **You** will only have to pay one **Excess**.

WHAT IS COVERED

Accidental Damage

We will pay the cost of repair if **Your Item** is damaged as a result of an accident.

If **Your Item** cannot be repaired, **We** will provide a replacement **Item** up to the maximum value of \$25,000. A replacement will be provided in accordance with the 'Replacement Items' section below. **We** will contribute this amount towards a replacement if the cost will exceed \$25,000.

Where only a part or parts of **Your Item(s)** have been damaged or destroyed, **We** will only repair or replace that part or parts.

Fire, Theft, Collision and Other Specified Events

We will pay the cost of repair of **Your Item(s)** or **We** will provide a replacement **Item** (as appropriate) if the **Item(s)** are damaged, destroyed or lost as a result of any of the following events:

- a) Fire, lightning, earthquake, subterranean fire, volcanic eruption, explosion, malicious damage or vandalism;
- b) Theft following forcible and violent entry which causes visible damage to a locked vehicle or **Building**;
- c) Theft or any attempted theft by a person concealed on the **Premises** who has the intention of committing a crime;
- d) Theft where there has been a threat of immediate violence or violent intimidation;
- e) Theft of an **Item** securely attached to a vehicle through use of locks or padlocks, which results in visible damage to the securing devices;
- f) **Flood**, storm, tempest, rainwater, wind or hail.
- g) Collision or overturning of a vehicle in which an **Item** is being transported or carried;
- h) Water or liquid damage.

A replacement will be provided in accordance with the 'Replacement Items' section below. **We** will contribute this amount towards a replacement if the cost will exceed \$25,000.

Where only a part or parts of **Your Item** have been damaged, destroyed or stolen, **We** will only repair or replace that part or parts.

REPLACEMENT ITEMS

We will attempt to replace **Your Item** with an identical new **Item** if at the time of loss it was less than 5 years old.

In the unlikely event that this is not possible or the **Item** is older than 5 years old, **We** will provide **You** with a new **Item** of a comparable specification or the equivalent market value of your **Item**, taking account of the age and condition of **Your Item** immediately before **Your** claim.

Example of how A claim may be settled

1. Sergio has 1 registered firearm which he purchased 8 years ago with a total value of \$2,500. The firearm was damaged 3 months into his SSAA membership and **Period of Insurance**. The firearm is unable to be repaired and the market value of the firearm is \$1,500.

Insurance Benefits	Payout
Remington 700 Police	\$1,500
Excess	\$100
Total Insurance Benefit	\$1,400

Sergio will be paid \$1,400 under this **Policy**.

WHAT IS NOT COVERED

We will not provide any cover for damage, destruction or loss caused by or arising from:

1. Mechanical, electronic or electrical breakdown, unless it occurs as a consequence of any other damage to the insured **Item**;
2. The scratching or chipping of a **Stock** which affects the appearance of the **Stock** but does not affect its performance or functionality in any way.
3. Vermin or insects;
4. Wear and tear or gradual deterioration of performance;
5. Spontaneous combustion, fermentation, heating or any process involving the application of heat;
6. Mildew, mould, corrosion, oxidation, fading, rusting or other forms of oxidation, or any process of drying or dyeing;
7. Faulty materials, faulty workmanship or manufacturing defect;
8. **Your** willful act or a willful act carried out with **Your** knowledge and consent;
9. Alteration, improvements to or overhaul of any **Item**. However, this will not apply to custom made firearms.
10. **You** not taking care of **Your Item**.

What do We mean by taking care of Your Item?

You must not knowingly leave **Your Item** anywhere it is likely to be stolen or damaged.

If **You** need to leave **Your Item** somewhere, lock it away as per your state government legislation in relation to firearm ownership and safe storage guidelines.

Reasons why Your claim may not be paid

We will consider the individual circumstances surrounding **Your** own claim when deciding whether or not **You** have taken care of **Your Item**, and whether or not **Your** claim can be accepted.

We cannot list all reasons why **Your** claim may not be paid. However, if **You** knowingly take a risk with **Your Item**, **We** may not pay **Your** claim. For example, if **You** are at a competition and **You** leave **Your Item** unattended in a field when **You** go for refreshments or to the toilet instead of taking it with **You**.

11. **War** or acts of **Terrorism**;
12. **You** engaging in **Active War**;
13. **Nuclear Risks**;
14. Detention, confiscation, destruction or requisition by any lawfully constituted authority;
15. Routine servicing, inspection, maintenance or cleaning of any **Item** or failure to maintain an **Item** in accordance with manufacturer's instructions;
16. **You** not following the instructions of the manufacturer of an **Item**;

We will also not provide any cover under this **Policy**:

1. For the **Policy Excess**;
2. For any loss that is not directly associated with the incident that caused the claim. For example payment of expenses/competition fees due to an **Item** being damaged.
3. For any compensation and/or related legal costs which **You** become legally liable to pay as a result of **Your Item** causing injury to or the death of any person, or damage to someone's property.
4. Theft of an **Item** from a **Building** or vehicle unless:
 - a) the **Building** or vehicle was securely locked; and

- b) the theft follows forcible and violent entry which is evidenced by visible damage to the **Building**, vehicle or securing devices;
- 5. Theft unless the incident is reported to the police and **You** obtain a crime reference number from the police.
- 6. For any form of financial charges **You** may have to pay including fines, penalties, damages awarded by a court in a lawsuit against **You** or which **You** are liable to pay as a result of a breach of any contract **You** have entered into;
- 7. Any damage, destruction, theft or loss which occurs outside of the Commonwealth of Australia and all of its States and Territories including all external Territories; outside of the agreed 28 day overseas cover provided per trip.
- 8. Where **You** or any person or entity to whom an Item has been entrusted fails to comply with any law relating to either storage, use or handling of the Item;
- 9. For any damage, destruction, theft or loss which occurs whilst an **Item** is being commercially transported or is awaiting transit, or during loading/unloading, or being held in storage.
- 10. For damage resulting from repairs carried out by a repairer not authorized by **ProRisk**;
- 11. For any **Item** if **You** cannot provide **Evidence of Ownership**;
- 12. Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer;
- 13. For additional equipment which is used with **Your Item** such as storage cases, cartridge bags or ear defenders. **We** only cover accessories which are fixed to **Your Item** or which **Your Item** is placed upon such as Scopes / sights, straps, gun bags / cases, tripods, bipods and trigger rests.

GENERAL CONDITIONS

1. Notices

Any notice **We** give **You** will be in writing, and it will be effective:

- if it is delivered to **You** personally; or
- if it is delivered or posted to **Your** address last known to **Us**.

It is important for **You** to tell **ProRisk** of any change of address as soon as possible.

ProRisk's contact details are given on page 2.

2. Subrogation

Where a claim has been paid under this **Policy**, **We** become entitled to any rights **You** may have against any party in relation to that claim. **You** must assist **Us** (including giving evidence at any civil trial) and provide such information (including signed statements) as reasonably require to exercise such rights.

You must not, without **Our** prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which **You** may have in respect of any claim covered under this **Policy**. Further, **You** must not do anything or fail to do anything which excludes, limits or prejudices **Our** rights of subrogation.

3. Other Insurance

In the event of a claim, **You** must advise **ProRisk** of any other insurance that **You** may have covering the same events or losses.

4. Insurance Contracts Act 1984

This **Policy** is governed by and **We** will act in accordance with the Insurance Contracts Act 1984 (Cth) (as amended).

5. Fraud

Subject to the provisions of the Insurance Contracts Act, if **You** make a claim knowing the same to be false or fraudulent, as regards amount or otherwise, **We** may refuse payment of the claim.

6. Due Diligence

You will exercise due diligence in doing all things to avoid or reduce any loss under this **Policy**.

CLAIMS

WHAT YOU MUST DO

Notification of an incident

When an event happens that is likely to result in a claim under the **Policy**, **You** must:

- a) take all reasonable precautions to prevent further loss or damage;
- b) inform the police immediately if an **Item** is stolen;
- c) notify **ProRisk** as soon as practicable of the event;
- d) provide **ProRisk** with full written details of the event within 30 days of learning that the event happened;
- e) provide to **ProRisk**, at **Your** own expense, all information and assistance which may be required;
- f) allow **Us** to use any legal rights held by **You**;
- g) as far as possible preserve any **Item(s)** which might prove necessary or useful as evidence until **ProRisk** have had an opportunity of inspection.

HOW TO MAKE A CLAIM

To make a claim following an event **You** must:

- contact **ProRisk** as soon as practicable and be ready to provide details of the incident. **ProRisk** can be contacted at:

ProRisk

Level 3, 100 Wellington Parade
EAST MELBOURNE VIC 3002

Email: enquiries@prorisk.com.au

Tel: (03) 9235 5255

- complete, sign and return the claim form to **ProRisk**;
- provide the following documentation:
 - a) a copy of **Your** current SSAA Membership card;
 - b) a copy of **Your** permit to acquire firearms;
 - c) a copy of **Your** firearms license;
- provide written statements under oath if **We** require it;

- be interviewed about the circumstances of the claim if **We** require this;
- provide written details of any other policies that may cover the same events or losses.

If **You** require assistance or have any questions regarding a claim, please contact your broker.

SSAA General Insurance Brokers

Email: insurance@ssaains.com.au

Phone: (08) 8332 0281

How claim administration and legal proceedings are undertaken

When a claim is admitted under this **Policy**, **We** have the right at **Our** discretion, to exercise all **Your** legal rights relating to the incident and to do so in **Your** name.

We will take full control of the administration, conduct or settlement of the claim.

You must assist **Us**. Before **We** will pay anything under this **Policy**, **You** must have complied with all the requirements of this section and provided **Us** with all information and assistance that **We** have requested.

False or misleading information

We may deny part or all of **Your** claim if **You** are not truthful and frank in any statement **You** make in connection with a claim, or if the claim is fraudulent or false in any respect.

What We May do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If **We** do this **We** will do it in **Your** name.

We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. **You** must co-operate by giving **Us** any statements, documents or assistance **We** require. This may include giving evidence in any legal proceedings.

What can affect a claim

We may refuse to pay or reduce the amount **We** pay under a claim if **You** are in breach of **Your Duty of Disclosure** or any of the conditions of this **Policy**, including any **Endorsements** noted on or attached to the **Policy Schedule**.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by **You** or anyone acting on Your behalf to obtain any benefits under this **Policy**.

INPUT TAX CREDIT ENTITLEMENT

You are required to tell **Us** of any entitlement to an input tax credit. If **You** fail to do so, **You** may be liable to GST on any claim **We** pay. The **Policy** does not provide cover for any GST liability, or for any fine or penalty for which **You** become liable.

DEFINITIONS

Some key words and terms used in this PDS have a special meaning. Wherever the following words or terms are used in the PDS, they mean what is set out below:

Active War	means Your active participation in a War where You are deemed under Australian Law to be under instruction from or employed by the armed forces of any country.
Building	means a permanently fixed structure that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed.
Duty of Disclosure	means Your duty of disclosure to Us as set out on page 5 of this document.
Endorsement	means an individual endorsement document that We give You that attaches to and forms part of the Policy . This document varies the terms and conditions of the Policy .
Evidence of Ownership	An original purchase receipt which includes the details of Your Item or a similar document which provides proof that You own the Item .
Excess	means the first \$100 of each claim.
Flood	means the covering of normally dry land with water released or that has escaped from the normal confines of: <ul style="list-style-type: none"> a. any watercourse, whether natural or altered; b. any lake, whether natural or altered; or c. any reservoir, canal or dam.
Immediate Family	Your mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with You and is aged over 18 years of age.
Insured	means the entity named as the Insured in the Schedule .

Insurer	means certain Underwriters as Lloyd's.
Item or Items	means any firearm(s), including fixed accessories, registered to and owned by You and kept at Your Premises .
Policy	means Your insurance contract which consists of this PDS (including the Policy Wording) and the Policy Schedule .
Policy Schedule	means the document containing Your personal details that We issue to You that attaches to and forms part of Your Policy .
Premises	means the premises where the firearm is registered or at the address shown in the Policy Schedule .
Premium	means the amount that You have to pay inclusive of all taxes and charges for the cover We provide under the Policy as stated in the Policy Schedule .
ProRisk	means Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 ASL 308076.
Terrorism	means an act including, but not limited to, the use or threat of force and/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 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.
Underwriters	means certain Underwriters at Lloyd's.
War	means: <ul style="list-style-type: none"> a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or b) Any act of Terrorism; or c) Any act of war or Terrorism involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.
We, Us and Our Underwriters	means ProRisk on behalf of Certain Underwriters at Lloyds.
You, Your or Yours, We, Us and Our	means the person(s) or parties shown as the Insured in the Schedule .