



**SSAA**  
General  
Insurance  
Brokers

## **SSAA Firearms Insurance Policy Wording**

Underwritten by



**AFSL 511917**

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## About Your Insurer

The insurance is issued by Precision Underwriting Pty Ltd, AFSL 511917, ABN 67 617 807 333 on behalf of certain underwriters at Lloyd's.

In this document, references to "We", "Us" and "Our" means the insurer.

## Notices

The information contained in this section is general information only and does not form part of your contract with us.

### Your Duty of Disclosure

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

Your duty however does not require disclosure of a matter:

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

### Cooling-Off Period

You have the right to return the policy to Us within 14 days of the date that the cover is incepted. If you return the Policy during the cooling-off period, We will refund all of the Premium You pay for insurance under the Policy, less any duties or taxes payable. To do this You must advise Us in writing. You will not receive a refund if You have made a claim under the Policy during the cooling-off period.

### Privacy

Precision Underwriting is committed to protecting the privacy of the personal information You provide Us. Precision Underwriting collects, uses and retains Your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider Your application for insurance and to determine the premium (if Your application is accepted) when You are applying for, changing or renewing an insurance policy with Us. This information will also be used if You lodge a claim under Your policy. We may also need to request additional information from You in connection with your application or a claim. If You do not provide Us with this information, or any additional information We request, We may not be able to process Your application or offer You insurance cover or respond to any claim.

We may disclose the personal information we collect:

- (a) To our relevant employees involved in delivering our services;
- (b) If Your insurance broker collects this form from You, to that broker;
- (c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) To the insurance companies with whom we transact business;
- (e) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- (f) To insurance reference bureau or credit reference bureau;

(g) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide Your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please contact us at [info@precisionunderwriting.com.au](mailto:info@precisionunderwriting.com.au).

By completing and returning a proposal form or providing Us with any additional information in connection with Your application, You agree to us using and disclosing your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless you alter or revoke it by giving us written notice.

## Code of Practice

As this policy is a Master Policy, the General Insurance Code of Practice does not apply to this policy, however that doesn't mean that we will treat this policy any different to those policies where the code does apply.

Precision Underwriting and Certain Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

A copy of the code is available from the Code's dedicated website [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Enquiries

Any enquiry other than a claim, notice of an event which is likely to give rise to a claim, or a complaint relating to this Policy should be addressed to Precision Underwriting and should be sent to:

Precision Underwriting  
31 Willoughby Road  
TERRIGAL NSW 2260

T: 1300GUN INS or 1300 486 467  
E: [info@precisionunderwriting.com.au](mailto:info@precisionunderwriting.com.au)  
W: [www.precisionunderwriting.com.au](http://www.precisionunderwriting.com.au)

## Complaints Procedures

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders including Insured Persons under this Policy. There are established procedures for dealing with complaints and disputes regarding Your insurance or claim and are set out below:

<p><b>Stage 1</b></p>	<p>Any complaint relating to this Policy or a claim should be addressed to Precision Underwriting as Lloyd's insurance intermediary in the first instance – in most cases this will resolve Your grievance.</p> <p>Please send to:</p> <p>Precision Underwriting 31 Willoughby Road TERRIGAL NSW 2260</p> <p>T: 1300 GUN INS or 1300486 467 E: <a href="mailto:info@precisionunderwriting.com.au">info@precisionunderwriting.com.au</a> W: <a href="http://www.precisionunderwriting.com.au">www.precisionunderwriting.com.au</a></p>	<p>We will acknowledge Your complaint immediately by telephone or email.</p> <p>We aim to resolve Your complaint where possible within 15 business days.</p>
<p><b>Stage 2</b></p>	<p>If Stage 1 does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:</p> <p><b>Lloyd's Australia Limited</b> Level 9, 1 O'Connell Street Sydney NSW 2000 Australia</p> <p>T: +61 (0)2 8298 0783 F: +61 (0)2 8298 0788 E: <a href="mailto:ldraustralia@lloyds.com">ldraustralia@lloyds.com</a></p>	<p>Your dispute will be acknowledged in writing within 5 business days of receipt and will be reviewed by a person with appropriate authority to deal with the dispute.</p>
<p><b>External Dispute Resolution</b></p>	<p>If Your complaint is not resolved within 45 calendar days, or not resolved in a manner satisfactory to You, You may refer the matter to Australian Financial Complaints Authority (AFCA) as follows:</p> <p>AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email <a href="mailto:info@afca.org.au">info@afca.org.au</a>. More information can be found on their website <a href="http://www.afca.org.au">www.afca.org.au</a>.</p> <p>AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between You and Your insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Determinations made by AFCA are binding upon Us.</p>	<p>This service is free of charge to policyholders.</p>

## Section 1 Agreement to Insure

The SSAA Firearms General Property Insurance policy is a Master Policy underwritten by certain underwriters at Lloyd's. The master policy is taken out in the name of Sporting Shooters Association of Australia and members can choose to take up the cover subject to paying the premium and meeting the Eligibility Criteria as detailed below:

This policy 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 Equipment 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. Cover is also provided outside of Australia for a maximum time of 28 days per trip.

**Please note** 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.

### ELIGIBILITY CRITERIA

You can only 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.

### INSURING CLAUSE

In return for payment of the premium stated in the Tax Invoice, the We will cover the equipment on the terms set out in this policy during the period of insurance.

### ACCIDENTAL DAMAGE

We will compensate you on the terms and conditions of this policy, for accidental damage to the equipment occurring by physical means.

### ACCIDENTAL LOSS

We will compensate you on the terms and conditions of this policy for accidental loss of the equipment whilst you are in possession of the equipment and accompanying it.

### THEFT

We will compensate you on the terms and conditions of this policy for theft of the equipment subject to forcible entry of an approved safe or a locked vehicle (subject to being transported as per relevant state legislation). We will also compensate you for:

- a) Theft or any attempted theft by a person concealed on the Premises who has the intention of committing a crime.
- b) Theft where there has been a threat of immediate violence or violent intimidation.
- c) Theft of Equipment securely attached to a vehicle through use of locks or padlocks, which results in visible damage to the securing devices.

#### FIRE, MALICIOUS DAMAGE, FLOOD AND SPECIFIED EVENTS

We will compensate you on the terms and conditions of this policy, for damage to the equipment.

#### COLLISION AND OVERTURNING

We will compensate you on the terms and conditions of this policy for any damage to the equipment arising from a vehicle collision and/or overturning of the vehicle (subject to being transported as per relevant state legislation)

#### WATER

We will compensate you on the terms and conditions of this policy for damage to the equipment cause by water or other liquid.

#### INSURER'S LIABILITY

We may either repair or replace damaged equipment. Any replacement will be with Equipment of similar function, type, capacity and serviceability as the insured equipment.

Replacement value for any Interest Insured up to 5 years old. For any Interest Insured over 5 years the settlement will be indemnity only

The cost of repairing the damaged equipment. If the equipment is repaired, We will not pay more than the reasonable cost of repairing the damaged equipment. Where a claim has been accepted and liability admitted for accidental damage, loss or theft to equipment insured by this policy We will also pay for the reasonable costs of freight to and from the repairer or vendor. This Policy does not cover, and the Insurer will not pay, your capacity as a debtor to make repayments under any credit contract.

#### INSURER'S MAXIMUM LIABILITY

The most we are liable to pay in meeting all claims under this policy is:

\$25,000 for any one claim and,

\$25,000 in total for the period of insurance.

## Section 2 Exclusions

**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 Equipment;
2. The scratching, denting or marking of a piece of Equipment which affects the appearance of the Equipment but does not affect its performance or functionality in any way.

This exclusion does not apply to a broken stock or accessory attached to the firearm at the time of the accident.

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 wilful act or a wilful act carried out with Your knowledge and consent;

9. Alteration, improvements to or overhaul of any Equipment. However, this will not apply to custom made firearms.

10. You not taking care of Your Equipment. What do We mean by taking care of Your Equipment? You must not knowingly leave Your Equipment anywhere it is likely to be stolen or damaged. If You need to leave Your Equipment somewhere, lock it away out of sight if at all possible. If You cannot lock it away then You must leave it hidden out of sight in a safe place. We will consider the individual circumstances surrounding Your own claim when deciding whether or not You have taken care of Your Equipment, 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 Equipment, We may not pay Your claim. For example, if You are at a competition and You leave Your Equipment unattended.

If You need to leave Your Item somewhere, lock it away out of sight if at all possible. If You cannot lock it away then You must leave it hidden out of sight in a safe place.

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 Equipment or failure to maintain Equipment in accordance with manufacturer's instructions;

16. You not following the instructions of the manufacturer of a piece of Equipment;

17. Cyber Exclusion – This policy does *not* 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, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.



## 18. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

(a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its time, conditions and exclusions, will cover physical damage occurring during the Policy period to property Insured by this Policy directly caused by such listed peril.

Listed Perils:

Fire

Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any cost of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**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 Equipment being damaged.
3. For any compensation and/or related legal costs which You become legally liable to pay as a result of Your Equipment causing injury to or the death of any person, or damage to someone's property
4. Theft of Equipment from an approved safe or vehicle unless: a) the approved safe or vehicle was securely locked; and b) the theft follows forcible and violent entry which is evidenced by visible damage to the approved safe, 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 other than for an overseas trip subject to being less than 28 days in duration;
8. Where You or any person or entity to whom Equipment has been entrusted fails to comply with any law relating to either storage, use or handling of Equipment;
9. For any damage, destruction, theft or loss which occurs whilst Equipment 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 authorised by Precision;
11. For any damage, destruction, theft or loss which occurs while Your Equipment is in the possession of anyone other than You or a member of Your Immediate Family;
12. For any Equipment if You cannot provide Evidence of Ownership;
13. Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer;
14. For additional equipment which is used with Your Equipment such as storage cases, cartridge bags or ear defenders. We only cover accessories which are fixed to Your Equipment or which Your Equipment is placed upon such as bipods and torches
15. Any equipment in transit via Australia Post or Registered Carrier
16. If you are convicted of an offence with regard to storage requirements under any State or Territory Firearms Act or Regulation.

### **Section 3 Definitions**

In this contract:

**Accidental damage** means physical damage which occurs as a result of a sudden, unforeseen, and unexpected event. The event must arise from a single identifiable incident.

**Approved Lock** means any cable, chain, loop or “D” lock secured with either a combination or key locking mechanism provided such lock and/or locking mechanism is manufactured from a reputable lock manufacturer and is adequate for its intended purpose.

**Approved safe** means a Police approved firearms safe as per the relevant state legislation.

**Business days** are considered every official working day of the week and excludes public holidays (as established by law), Saturdays and Sundays.

**Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to ‘Trojan Horses’, ‘Worms’ and ‘Time or logic bombs’.

**Electronic Data** means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee** means a natural person who is employed by you under a contract of service or apprenticed to you.

**Equipment** means privately owned firearms plus fixed accessories specifically limited to the following items:

Scopes / sights, straps, gun bags / cases, tripods, bipods and trigger rests.

**Evidence of Ownership** An original purchase receipt which includes the details of Your Equipment or a similar document which provides proof that You own the Equipment i.e. Firearm Registration certificate

**Excess** means the first \$100 of any claim.

**GST** means Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999.

**Loss** means the accidental or inadvertent misplacing, mislaying, or dispossession of the equipment by you.

**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.

**Insured Person** means any member who has opted to purchase this insurance cover.

**Precision** means Precision Underwriting Pty Ltd.

**Premises** means the premises where the firearm is registered or at the address shown in the Policy Schedule.

**Specified Events** means lightning, earthquake, subterranean fire, volcanic eruption, explosion, malicious damage or vandalism.

**Terrorism** has its generally accepted meaning, and includes, but is not limited to, war, hostilities, invasion, the use of force or violence on, or the threat of force or violence to, a person or group or class of persons, or to property, by one or more persons claiming to be connected with any group, organisation or government, or to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

**Theft** means the unlawful taking and carrying away of property, or attempt thereat, with intent to permanently deprive you of such property.

**Total Loss** means the equipment has been damaged beyond economical repair or has been stolen.

**We, Us, Our** means Precision Underwriting on behalf of Certain Underwriters at Lloyd's.

**You or your or yours** refers to Sporting Shooters Association of Australia and any Insured Person.

## Section 4 General Provisions

### Aggregate limit of liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed \$25,000.

### Alteration of risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's activities which increase the risk of damage, loss or other exposure.

### Assistance and co-operation

The Insured shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of Accident.

### Cancellation

An Insured Person may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured person's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any section thereof for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the Premium. Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured Person or Us, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk plus ten percent (10%) and the Insured shall receive a refund of any balance of the Premium actually paid.

We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

### Currency

All amounts shown on the Policy are in Australian dollars (AUD).

### Due diligence

The Insured and Insured Person's must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

### Fraudulent claims

If any Claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such Claim and You must pay

back any benefit that we have already paid. If this happens, We will not refund any premium.

### Notice of claim

The Insured or any person entitled to claim under this Policy must give Us and/or SSAA Insurance Brokers notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Any such notice must be directed to Precision Underwriting, 31 Willoughby Road, Terrigal NSW 2260. Email to [claims@precisionunderwriting.com.au](mailto:claims@precisionunderwriting.com.au).

## How do I make a claim?

In order to make a claim contact SSAA General Insurance Brokers and request a claim form. Then complete, sign and return the claim form to Precision at [claims@precisionunderwriting.com.au](mailto:claims@precisionunderwriting.com.au)

You will need to provide the following documentation/information:

- a) Your current SSAA Membership number;
- b) a copy of Your permit to acquire firearms;
- c) a copy of Your firearms license;

We may also require you to;

provide written statements under oath;

be interviewed about the circumstances of the claim;

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](mailto:insurance@ssaains.com.au)  
Phone: (08) 8332 0281

### Other Insurance

In the event of a claim, the Insured or Insured Person must advise Us as to any other insurance that covers the same risk, that they are entitled to claim under or have access to.

### Sanctions

We shall not provide cover and We shall not be liable to pay any Claim or provide 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 States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Service of Suit

The Underwriters hereon agree that: -

(a) In the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

(b) Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd Level 9  
1 O'Connell Street Sydney  
NSW 2000  
Australia  
T +61 (0)2 8298 0700  
F +61 (0)2 8298 0788

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Underwriters' behalf.

(c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such court or any appellate court.

### Several liability notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Subrogation

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each Insured Person or their legal representative to recover against any person or entity and You and the Insured Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.