

# **SSAA MUTUAL LIMITED**

## **PRODUCT DISCLOSURE STATEMENT:**

## **FIREARMS STATEMENT OF PROTECTION**

This is Part 2 of the PDS prepared on 1st March 2022 and issued by:

**SSAA Mutual Limited**

ABN 99 655 675 862

Level 4, 99 Bathurst Street, Sydney NSW 2000

[www.ssaamutual.com](http://www.ssaamutual.com)

## **General**

This is Part 2 of the Product Disclosure Statement (**PDS**) for the protections available to members of SSAA Mutual.

Protections are offered by SSAA Mutual Ltd (hereinafter referred to as SSAA Mutual) to its Members on a discretionary basis. When a claim is made under the Protections issued to a member, the Board of SSAA Mutual will exercise its discretion to grant coverage for that claim, and on the terms on which coverage is offered. The Board's discretion to accept, refuse or reduce a claim is absolute.

The Board has the power to pay claims that do not fall within the Protections. But, the Board will not accept a claim excluded by the terms of the Protections, the Rules or the Schedule of Protection issued to a Member.

Any statement in these Protections or otherwise to the effect that SSAA Mutual will 'protect', 'cover', 'pay', 'reinstate', 'repair' or 'compensate' a Member, or any similar provision imposing an obligation on SSAA Mutual only operates where the Board has exercised its discretion to grant a protection in respect of a claim, and subject to any conditions imposed by the Board.

A Member's rights and obligations are governed by and arise under the Constitution of SSAA Mutual and the Rules made by the Board.

## **About these Protection Terms**

This document sets out the cover provided for loss or damage to your equipment which is subject to terms, exclusions, conditions and limitations set out in these Protection terms.

## **Interpretation**

All amounts referred to in the Part 2 of this PDS are in Australian dollars.

# Firearms Protection

## Protection afforded

SSAA Mutual will cover the Member during the Period of Protection for Loss or Damage to **Protected Equipment** in accordance with the Basis of Settlement up to a maximum value of \$25,000.

Cover is provided within the Geographical Limits for;

- a) Accidental Damage to the **Protected Equipment**;
- b) Accidental Loss of the **Protected Equipment** whilst the Member are in possession of the **Protected Equipment** and accompanying it;
- c) Theft of the **Protected Equipment** caused by forcible entry of an Approved Safe or a locked vehicle (subject to being transported as per relevant state legislation). SSAA Mutual will also cover the Member for:
  - a. Theft or any attempted Theft by a person concealed on the Premises
  - b. Theft where there has been a threat of immediate violence or violent intimidation.
  - c. Theft of **Protected Equipment** securely attached to a vehicle through use of locks or padlocks, which results in visible damage to the securing devices.
- d) loss or damage to the **Protected Equipment** caused by fire, malicious damage, flood and Specified Events;
- e) loss or damage to the **Protected Equipment** arising from a vehicle collision and/or overturning of the vehicle (but in all cases the **Protected Equipment** must be transported in accordance with relevant state legislation);
- f) loss or damage to the **Protected Equipment** caused by water or other liquid.

## Basis of Settlement

If the Member Equipment is lost or damaged, SSAA Mutual may at Our option, choose to repair or replace, or pay the amount it would cost to repair or replace the Equipment, or compensate the Member, whichever is applicable.

SSAA Mutual will pay the Replacement value for any equipment up to 5 years old. For any equipment over 5 years the settlement will be Market Value only.

The amount SSAA Mutual pay will be the lesser amount of the cost of the repair or replacement at the time of the repair or replacement, or the market value of the Equipment, subject to the following provisions:

- a) SSAA Mutual will not pay for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from a loss.
- b) Where the loss is confined to part of the item, SSAA Mutual shall pay for the repair or replacement of that item plus the cost of any dismantling and reassembling reasonably necessary.

## Exclusions

The following exclusions apply to this Protection, unless stated otherwise in these Protection Terms or in the Member's Schedule of Protections.

**SSAA Mutual will not** provide any cover for loss or damage caused by or arising from:

1. Mechanical, electronic or electrical breakdown.

However, SSAA Mutual will pay if the loss or damage occurs as a consequence of any Accidental Damage to the Equipment, loss or damage to the Equipment caused by fire, malicious damage, flood and Specified Events, loss or damage to the Equipment arising from a vehicle collision and/or overturning of the vehicle (but the Equipment must have been transported in accordance with relevant state legislation), or loss or damage caused by water or other liquid.

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

However, SSAA Mutual will pay if a broken stock or accessory attached to the firearm suffers loss or damage at the time of the Event.

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 oxidisation, or any process of drying or dyeing.
7. Faulty materials, faulty workmanship or manufacturing defect.
8. Alteration, improvements to or overhaul of any Equipment. However, this will not apply to custom made firearms.
9. Lack of maintenance or failure to maintain the Equipment in a reasonably good state of repair.
10. the Member knowingly leaving the Member Equipment anywhere it is likely to be stolen or damaged.
11. War or acts of Terrorism which includes the Member engaging in Active War;
12. Nuclear Risks;
13. Detention, confiscation, destruction or requisition of the Equipment by any lawfully constituted authority;
14. Failure to clean Equipment or failure to maintain Equipment in accordance with manufacturer's instructions.
15. the Member not following the instructions of the manufacturer of a piece of Equipment.
16. Consequential loss, loss of use or depreciation other than as specifically provided under the insuring clause.
17. For any form of financial charges the Member may have to pay including fines, penalties, aggravated, exemplary or additional damages (including interest and costs) imposed against the Member.
18. Liability which has been assumed by the Member under any contract or agreement that requires the Member to effect insurance over the Equipment, or assume protection for loss or damage to the Equipment regardless of fault, provided that this exclusion clause shall not apply with regard to

liabilities which would have been implied by law in the absence of such contract or agreement, or terms regarding merchantability, quality, fitness or care of the Equipment which are implied by law or statute, or liabilities assumed under contracts specifically.

19. 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.
20. For damage resulting from repairs carried out by a repairer not authorised by SSAA Mutual Limited or its designated representatives.
21. For any damage, destruction, Theft or loss which occurs while the Member Equipment is in the possession of anyone other than the Member or a member of the Member Immediate Family (except when the Member firearms are legally stored at a premise other than Yours).
22. For any Equipment if the Member cannot provide Evidence of Ownership.
23. Any claim which is covered under the warranty or guarantee provided by the manufacturer or retailer.
24. For additional Equipment which is used with the Member Equipment such as storage cases, cartridge bags or ear defenders. SSAA Mutual only cover accessories which are fixed to the Member Equipment or which the Member Equipment is placed upon, such as scopes, slings, bipods and torches.
25. Any Equipment in transit via Australia Post or Registered Carrier.
26. If the Member are convicted of an offence with regard to storage requirements under any State or Territory Firearms Act or Regulation.
27. Any claim in connection with any protection for Personal Injury or Property Damage.

## **Additional Exclusions**

### **Communicable Disease**

SSAA Mutual will not pay for any claim for loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property covered hereunder that is affected by such Communicable Disease.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

### **Property Cyber and Data Exclusion**

SSAA Mutual will not pay for any claim for loss, damage, protection, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with Cyber Loss or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Protection or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Definitions

**Accidental Damage** means physical damage to or destruction of the Equipment which occurs as a result of an Event not otherwise excluded by this protection.

**Accidental Loss** means physical loss of the Equipment which occurs as a result of an Event not otherwise excluded by this protection.

**Active war** means the active participation in a War by a Member who is deemed to be under instruction from or employed by the armed forces of any country.

**Additional Equipment** means the Member's goods, tools, accessories or equipment associated with using the Member firearms (for example ammunition, storage cases, cartridge bags, ear defenders/ear muffs, gun safes, binoculars).

**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.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Member or any other party.

**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'.

**Consequential Loss** means loss of use, loss of earning capacity and any other Consequential Loss of any kind, including loss, damage, cost or expense caused directly or indirectly from loss or damage to the Equipment.

**Cyber Loss** means any loss, damage, protection, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**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.

**Event** means a single, identifiable happening or incident which results in loss or damage that is sudden, unforeseen, and unexpected from the Member standpoint.

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

**Geographical Limits** means:

- a) the Commonwealth of Australia and all of its States and Territories including all external Territories; and
- b) any place outside of Australia (excluding Cuba, Iran, North Korea, and in the United States of America the states of New York City and Indiana) provided it is for an overseas trip and for a maximum time of 28 days per trip (during the period of insurance).

**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 the Member.

**Immediate Family** the Member's mother or father, spouse, civil partner or domestic partner or son or daughter who permanently lives with the Member and is aged over 18 years of age.

**Member** means the person or entity named as the Member in the Schedule.

**Nuclear Risks** means any weapon using atomic fission or fusion, or by any nuclear reaction, radiation or radioactive contamination, regardless of cause.

**Damage by Water** or Liquid includes accidentally dropping the Member firearm into a river, lake, dam. Flooding of the Member Home, Club or Vehicle were the firearm has been stored. Damage caused by corrosive liquids.

**Period of Protection** means the period that the Member is covered. The protection period is the same period as your current SSAA membership period, unless you have purchased the cover after the membership effective date, in which case, the protection period is effective the date that you purchased the cover and expires on the same date as your membership expires.

**Personal Injury** means:

- a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c) wrongful entry or eviction or other invasion of the right of privacy;
- d) a publication or utterance of defamatory or disparaging material;
- e) assault and battery,

that happens during the Period of Insurance anywhere in the Geographical Limits.

**Premises** means the Premises where the firearm is registered.

**Property Damage** means:

- a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Event.

**Protected Equipment** means privately owned firearms and accessories which can be fixed to the firearm, specifically limited to scopes, sights, straps, gun bags / cases, magazines, tripods, bipods and trigger rests.

**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 of such property.

**SSAA Mutual, Us, Our** means SSAA Mutual Limited.

**The Member** or Member or Yours refers to any financial members of the named association/club.

A reference to legislation, statutory order, section, subsidiary instrument or part in this document includes a reference to any replacement or re-enacting or amending or equivalent legislation, statutory order, section, subsidiary instrument or part.



## **General Provisions**

### **Alteration of risk**

the Member must advise Us as soon as is reasonably practical of any alteration of the Member activities which increase the risk of loss or damage to the Equipment insured under the protection.

the Member must notify us in writing as soon as is reasonably practical.

If SSAA Mutual agree to the alteration of risk or changes, SSAA Mutual will notify the Member in writing with agreement not to be unreasonably withheld by Us. the Member may be required to pay Us an additional membership contribution.

### **Assistance and co-operation**

The Member 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 Member because of damage with respect to which insurance is afforded under the Protection. In that regard, the Member shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Member shall not, except at the Member'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**

the Member may cancel this Protection at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day SSAA Mutual receive the Member written notice of cancellation or such time as may be otherwise agreed. SSAA Mutual will only cancel the protection when a written agreement to cancel the protection is received from the Member.

SSAA Mutual may cancel the Protection or any section thereof for any of the reasons and circumstances permitted by law, including where there has been non-payment of the Membership Contribution. Cancellation by Us takes effect from 4:00pm on the day which is three (3) Business Days from the date SSAA Mutual notify the Member in writing. SSAA Mutual will notify the Member in person, or in writing to the Member address last known to Us.

Where the Membership Contribution is paid by instalments, and should one or more such instalments remain outstanding for a period of at least one month, SSAA Mutual may cancel the protection.

### **Currency**

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

### **Reasonable care**

the Member must take all reasonable care to prevent or minimise loss or damage to the Equipment insured under this protection, as if the Member were not covered under this protection.

This includes:

- a) complying with any and all laws, regulations, rules, orders and standards imposed by any authority or by the State or national legislation relating to either storage, use or handling of Equipment;
- b) ensuring that no unauthorised access is given to another person to the Equipment;
- c) securing the Equipment in an Approved Safe which is securely locked when the Equipment is not in use;
- d) maintain and look after the Equipment;
- e) comply with all laws and safety requirements imposed by any authority or by the State or national legislation.

If the Member does not take reasonable care and precautions, SSAA Mutual may refuse to pay part or all of the Member's claim by reducing the protection amount in respect of the claim by the amount that fairly represents the extent to which Our interests were prejudiced as a result of your failure.

### **Fraudulent claims**

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Member or anyone acting on the Member behalf to obtain any benefit under this Protection, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Member, SSAA Mutual, without prejudice to any other right(s) SSAA Mutual might have under this protection or at law, may refuse to pay such claim.

Further, SSAA Mutual may also cancel the protection as permitted by law if the Member make a fraudulent claim. If this happens, SSAA Mutual will not refund any Membership Contribution.

SSAA Mutual may also report any suspected fraudulent act to the Police for further investigation.

### **Intentional Acts**

This protection does not cover intentional acts by the Member or another party committed with the Member knowledge and consent and which the Member were capable of preventing.

### **Notice of claim**

the Member or any Member Person entitled to claim under this protection must give Us and/or your broker notice of any Event which is likely to give rise to a claim as soon as is reasonably practicable.

### **How do I make a claim?**

In order to make a claim contact SSAA General Insurance Brokers and request a claim form. Once completed and signed, return the claim form to SSAA General Insurance Brokers, U1/212 Glen Osmond Road, Fullarton 5063, South Australia or email it to [insurance@SSAAIns.com.au](mailto:insurance@SSAAIns.com.au).

the Member will need to provide the following documentation/information:

- a) the Member current association Membership number;
- b) a copy of the Member Firearms Registration Certificate or the state equivalent; and
- c) a copy of the Member firearms license.

SSAA Mutual may also require you to;

- a. provide a signed and witnessed Statutory Declaration;
- b. be interviewed about the circumstances of the claim; and/or
- c. provide written details of any other policies that may cover the same events or losses.

If the Member require assistance or have any questions regarding a claim, please contact SSAA General Insurance Brokers.

### **What the Member should do after loss or damage.**

The Member should:

- a) Protect Yourself from any danger present;
- b) Take reasonable steps to prevent further loss or damage;
- c) Notify the Police immediately if the Equipment is lost, stolen, or maliciously damaged and provide the Police with all assistance to apprehend the offending third party;
- d) Make a claim with Us as soon as practicable;
- e) Any invoices, bills, letters or notices the Member receive from other people involved in the loss or damage must be sent to Us as soon as practicable.

**What the Member must not do**

the Member must not incur any costs or expenses, or authorise repairs (other than emergency and necessary temporary repairs) or replacement without Our prior agreement, with agreement not to be unreasonably withheld.

**Other Insurance**

In the event of a claim, the Member must advise Us as to any other insurance that covers the same risk which is covered by this protection, that they are entitled to claim under or have access to, and that is current as at the time of the Event.

**Sanctions**

SSAA Mutual shall not provide cover and SSAA Mutual 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 Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America which may be applicable.

**Subrogation**

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

SSAA Mutual may not be liable to pay any benefits under the protection for loss or damage to the Equipment if the Member agrees or has agreed to limit or exclude any right of recovery against any third party who would be liable to compensate the Member with respect to that loss or damage.