

# Memorial Insurance

## Combined Product Disclosure Statement & Policy Wording

*Date of Issue: 18 June 2020*

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## INTRODUCTION

This document contains two parts as follows:

Part 1 – Product Disclosure Statement; and  
Part 2 – Memorial Insurance Policy Wording

### **Product Disclosure Statement (PDS)**

The PDS is an important document designed to assist You to understand what You need to know about Memorial Insurance in order that You can decide whether to purchase this form of insurance cover. The PDS describes the main features and benefits of Memorial Insurance. Information contained in the PDS is general information only and does not take into account Your individual objectives, financial situation or needs. You should consider Your individual objectives, financial situation and needs before acting on this general information.

### **Memorial Insurance Policy Wording**

The Memorial Insurance Policy Wording sets out the nature and extent of cover provided under the policy together with the rights and obligations of the parties to the policy including general conditions, claims conditions, general exclusions, limitations and complaints and dispute resolution procedures. You should carefully read the PDS and the Memorial Insurance Policy Wording before making any decision about whether to purchase Memorial Insurance.

## PART 1 – PRODUCT DISCLOSURE STATEMENT (“PDS”)

### Introduction

You should review the contents of this document before You decide to buy this insurance policy.

While this PDS provides a summary of the significant features and benefits of Memorial Insurance, You must also read the Memorial Insurance Policy Wording (Part 2 in this document) to understand the terms, conditions, exclusions, obligations and limitations that may apply.

This PDS may be updated from time to time if changes occur or there is a requirement to change the PDS by law. If such changes are material You will be provided with a new PDS or a supplementary PDS. Where the change to the PDS is not material You will be notified in writing. You can obtain a copy of any updated information by visiting: [www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

### Important Relationships

The insurer of the policy is Berkley Insurance Company (“Berkley”) ABN 53 126 559 706 Australian Financial Services License (AFSL) 463129 of Level 7, 321 Kent Street, Sydney. Berkley is an authorised general insurer regulated by the Australian Prudential Regulation Authority (APRA). Berkley has prepared, and takes responsibility for this PDS.

This PDS is provided by G.T.M Admin Services Pty Limited ABN 92 090 787 036 trading as Memorial Insurance Australia (“MIA”). MIA is an Authorised Representative (Authorised Representative Number 1000239) of United Insurance Group ABN 31 131 564 522, AFSL 327121 (“UIG”). UIG and MIA as its Authorised Representative, act under a binding authority provided by Berkley to enter into, vary, renew and cancel Memorial Insurance on behalf of Berkley. In this respect, UIG and MIA act as Berkley’s agent and not for You.

### What is Memorial Insurance

Memorial Insurance is an optional insurance policy that provides protection for a nominated memorial and/or headstone in the event of loss or damage from certain events.

### Applying for cover

You must provide all requested information and comply with Your Duty of Disclosure as outlined below. This information will be used to provide You with a quotation, which if accepted by You and premium paid, will result in the issue of a Policy Schedule. The Policy Schedule will contain important information relevant to the policy including the Period of Insurance, the situation of the risk, the excess that will apply in the event of a claim and the premium payable, together with any policy fees and statutory charges (see **Calculating your premium below**).

## Calculating your premium

Your premium is calculated based on the sum insured, Your claims history and period of insurance. The following statutory charges will be added to the premium – Stamp Duty, GST and Emergency Services Levy (where applicable). In addition, UIG will charge a policy fee in addition to Your premium. GST will be payable on the policy fee.

The total of the above will be the amount You are required to pay for the policy.

## Renewing the insurance

The insurance will be issued for a term of 12 months. You will receive a renewal notice at least fourteen (14) days before the policy expiry date and time that sets out whether the policy will be offered for renewal and on what terms.

Your policy may be subject to automatic renewal, that is, on the expiry date, Your policy will be renewed, and the premium and policy fee debited to Your nominated credit card, unless You have advised otherwise.

## Cooling off period

After the insurance commences, You have 14 days to review the insurance. During this time, You may cancel the insurance and receive a full refund of the total cost of the policy including all premiums, statutory charges and policy fees unless You have made a claim on the policy.

The Cooling off period also applies where the policy has been the subject of automatic renewal (see **Renewing the insurance** above).

## Duty of Disclosure

### Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask You questions that are relevant to our decision to insure You, and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure You.

### If You do not tell us something

If You do not tell us anything You are required to tell us, we may cancel Your contract or reduce the amount we 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.

## Definitions

Some words have special meaning in the policy. These can be found under the heading DEFINITIONS on page 12 of the Memorial Insurance Policy Wording.

## What is covered

Damage to the memorial named in the Policy Schedule by any cause not specifically excluded (see COVERAGE DETAILS What is covered on pages 12 and 13 of the Memorial Insurance Policy Wording) and GENERAL EXCLUSIONS on page 15 of the Memorial Insurance Policy Wording.

## What is not covered

Exclusions should be read carefully as they state what is not covered by the policy.

The following Damage (as defined in the Policy) is not covered (see COVERAGE DETAILS What is not covered on page 13 of the Memorial Insurance Policy Wording Policy):

- Smoke **Damage** caused by smog.
- Agricultural or industrial operations or any other gradually operating cause.
- **Damage** caused by the **Insured**.
- The cost of maintenance.
- Consequential loss of any kind.
- **Damage** caused by faulty workmanship or design or the use of faulty materials.
- **Damage** caused by wear and tear, (other than atmospheric or climatic conditions, storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
- **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- **Damage** caused by, or resulting from, pollution or contamination.
- **Damage** caused by normal settlement or shrinkage.
- **Damage** caused by subsidence, ground heave or landslip unless the Memorial itself is damaged at the same time.
- **Damage** caused by persons acting on behalf of or in connection with any political organisation.
- **Damage**, cost or expense, of whatsoever nature, directly or indirectly caused by or resulting from or in connection with **Terrorism** regardless of any other contributory cause.
- Under General Exclusions (see GENERAL EXCLUSIONS on page 15 of the Memorial Insurance Policy Wording) claims resulting from the following are excluded:
  - Radioactive Contamination
  - War Risks
  - Sonic Bangs
  - Confiscation or Detention.

## General Conditions

See GENERAL CONDITIONS on pages 13 and 14 of the Memorial Insurance Policy Wording. This covers matters such as duty of care, other insurance, alteration of risk and cancellation.

## How to make a claim

See CLAIMS CONDITIONS How to make a claim on pages 14 and 15 of the Memorial Insurance Policy Wording that sets out claim notification requirements and how we settle claims.

## Complaints Procedure

See COMPLAINTS PROCEDURE pages 15 and 16 of the Memorial Insurance Policy Wording setting out how we resolve disputes and how you can access external dispute resolution avenues.

## PART 2 – MEMORIAL INSURANCE POLICY WORDING

### Policy Information

Please read this Policy Wording carefully to ensure that it meets Your requirements.

The Policy Schedule sets out those things that are individual to Your insurance including the description and location of the Memorial(s) Insured, the period of insurance, the Sum Insured and the premium and policy fee amounts and applicable taxes and charges You have paid.

In this Policy Wording:

“Company”, “We”, “Us” and “Our” refers to Berkley Insurance Company (“Berkley”) ABN 53 126 569 706 AFSL 463129 which trades as Berkley Re Australia unless otherwise stated.

“You”, “Your” refers to the person applying for insurance and named as the Insured in the Policy Schedule.

“UIG” refers to United Insurance Group Pty Limited ABN 31 131 564 522 AFSL 327131.

“MIA” refers to GTM Admin Services Pty Limited ABN No 92 090 787 036 T/as Memorial Insurance Australia (MIA) Authorised Representative No.1000239 of UIG.

UIG and MIA as its Authorised Representative, act under a binding authority provided by BIC to enter into, vary, renew and cancel policies on Berkley’s behalf. In this respect, both UIG and MIA act as Berkley’s agent and not for You.

### Important Information

#### Duty Of Disclosure

##### Your Duty of Disclosure

Before You enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask You questions that are relevant to Our decision to insure You, and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure You.

##### If You do not tell us something

If You do not tell us anything You are required to tell us, We may cancel Your contract or reduce the amount We 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.

## Privacy

For the purposes of this Privacy section only, We, Us and Our refers to UIG, MIA and Berkley.

We handle Your personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### **Consent**

By requesting Us to provide You with insurance and insurance related services, You consent to the collection, use and disclosure of personal information You have provided to Us for the purposes set out in our Privacy Policy.

### **How We collect Your personal information**

Generally, We collect personal information from You or Your agents. Personal information may also be collected by Us from Our agents and service providers; other insurers and insurance reference bureaus; third parties who may claim under Your policies; service providers who assist Us in investigating, processing and settling claims; third parties who may be arranging cover for a group that You are part of; statutory, regulatory and law enforcement bodies and from publicly available sources.

### **Why We collect Your personal information**

The personal information We collect enables Us to provide Our products and services.

You can access our Privacy Policy at:

[www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

and

[www.berkleyre.com/anz/](http://www.berkleyre.com/anz/)

### **Who We disclose Your personal information to**

Your personal information may be disclosed to other parties with whom We have business arrangements for purposes set out in the paragraph above. These parties may include insurers, intermediaries, reinsurers, related companies, Our advisers and parties involved in claims assessment, processing, investigation and settlement. Where required by law, We may also disclose information to government, law enforcement, dispute resolution and statutory or regulatory bodies.

### **Personal Information about others**

Where You provide personal information about others, You represent to Us that You have made them aware that, You will or may provide their information to Us and to our third parties, how we collect, use, disclose and handle it in accordance with this Privacy Policy and our relevant Privacy Statements. We may disclose it to together with the purposes We and our third parties use it for, how they can access such information and how complaints can be made.

Where You provide sensitive information about others, You represent to Us that You have obtained their consent. If You have not, and will not do so, You must tell Us before You provide the sensitive information.

## Overseas Disclosure

Your personal information may be disclosed to other companies by MIA and UIG as well as the Berkley group, reinsurers and service providers that may be located in Australia and overseas. The countries this information may be disclosed may vary from time to time but may include the United States of America and other countries where the Berkley group has a presence. Any information disclosed may only be used for the purposes detailed above.

## Accessing Your personal information and dealing with complaints

You may request access to the personal information We hold about You by calling Us during office hours. Our Privacy Policy details how You can make a complaint about a breach of the privacy principles as set out in the Privacy Act 1988 (Cth) and Our complaints process. Our Privacy Policy is available as follows:

[www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

and

<https://www.berkleyre.com/anz/>

## Contact Details

GTM Admin Services Pty Limited ABN No 92 090 787 036  
T/as Memorial Insurance Australia (MIA)  
12D 44 Oxford Road Ingleburn NSW 2565

Ph: 02 9873 0023

Email: [info@memorialinsuranceaustralia.com.au](mailto:info@memorialinsuranceaustralia.com.au)

Web site: [www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

## Claims Handling and Enquiries

Any claims arising under the policy will be handled by MIA. If You wish to report a new claim or for enquiries regarding existing claims, You can contact MIA during business hours (between 9am and 5pm Monday to Friday excluding Public Holidays).

## Preamble

We and You (the Insured named in the schedule) agree that:

The Memorial Insurance Policy Wording and the Policy Schedule (including any replacement Policy Schedule) and any endorsement, shall together, form the policy and shall be considered as one document.

You will pay the premium, charges and UIG's fees shown on the Policy Schedule.

We will be subject to the terms and conditions of this policy and provide insurance during the period of insurance.

## DEFINITIONS

Each time any of the following words or phrases appear in this Policy Wording in **Bold** type (or in capital letters in the Schedule), they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner, the normal everyday meaning of the word or phrase will apply.

<b>Damage</b>	Means physical loss, destruction or damage to the Memorial.
<b>Insured/You/Your</b>	Means the person(s) named as the Insured in the Policy Schedule. In the event of the death of the person(s) named as the Insured in the Policy Schedule, their legal personal representatives or the person accepting transfer and responsibility for ownership of the Memorial.
<b>Sum Insured</b>	Means the sum insured shown on the Policy Schedule.
<b>Terrorism</b>	Means an act, including but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

## COVERAGE DETAILS

### What is covered

We will pay for **Damage** to the full Memorial named in the Policy Schedule by any cause not specifically excluded during the period of insurance.

We will, at Our option, pay the cost of repair or reinstatement as new of the damaged portions of the Memorial, including additional costs (as detailed below), provided that the full cost of replacement as new does not exceed the **Sum Insured**, the Memorial is in a good state of repair and the repair or reinstatement has been carried out.

If the Memorial is not in a good state of repair or the repair or reinstatement has not been carried out, We will pay the cost of repair or reinstatement less a deduction for wear and tear.

If the full cost of replacing the Memorial as new is greater than the **Sum Insured**, We will only pay that proportion of the loss which the **Sum Insured** bears to the full cost of replacement as new.

Additional costs mean the cost of removing debris, demolition, shoring-up or propping, complying with Local and Religious Authorities or other statutory requirements provided that notice to comply was not given prior to the **Damage**.

The maximum amount We will pay in respect of any one claim is the cost of repairing or replacing the Memorial or the **Sum Insured** whichever is the less.

The **Sum Insured** will be reduced following the payment of a claim.

### **What is not covered**

- Smoke **Damage** caused by smog.
- Agricultural or industrial operations or any other gradually operating cause.
- **Damage** caused by the **Insured**.
- The cost of maintenance.
- Consequential loss of any kind.
- **Damage** caused by faulty workmanship or design or the use of faulty materials.
- **Damage** caused by wear and tear, (other than atmospheric or climatic conditions, storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
- **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- **Damage** caused by, or resulting from, pollution or contamination.
- **Damage** caused by normal settlement or shrinkage.
- **Damage** caused by subsidence, ground heave or landslip unless the Memorial itself is damaged at the same time.
- **Damage** caused by persons acting on behalf of or in connection with any political organisation.

We shall not be liable in respect of **Damage**, cost or expense, of whatsoever nature, directly or indirectly caused by or resulting from or in connection with **Terrorism** regardless of any other contributory cause.

This insurance also excludes **Damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way dealing with **Terrorism**.

## **GENERAL CONDITIONS**

### **Duty of Care**

You must take all reasonable steps to prevent **Damage** to the Memorial(s) insured by this policy and to maintain such Memorial(s) in a sound condition and in good repair.

### **Other Insurances**

If at the time of any **Damage** resulting in a claim under this policy there is any other insurance in force covering the same **Damage**, We will only pay Our rateable proportion of the claim.

### **Alteration of Risk**

If after the commencement of the insurance You become aware of any alteration of the risk whereby the risk of **Damage** is increased, You must advise MIA as soon as practical.

## Cancellation

### **Your right to cancel in the cooling-off period**

If after insuring with Us and receiving the full written policy documentation, including the Policy Schedule, You subsequently change Your mind, You have 14 days to write to MIA confirming that You do not wish to continue. No charge will be made and any premium, charges and fees You have already paid, will be refunded. In the event of You having made a claim against the policy during the cooling off period, no refund will apply.

### **Your right to cancel after the cooling-off period**

If You do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and You are committed to paying the premium. However, You can still cancel the policy providing You give 24 hour notice in writing to MIA. You will receive a pro rata refund of the part of Your premium and charges which covers the cancelled period. Please note that there is no refund of UIG's fees on cancellation of the Policy.

### **Our right to cancel**

The circumstances and manner in which We may cancel this insurance is governed by the Insurance Contracts Act 1984 (Cth).

## CLAIMS CONDITIONS (How to make a claim)

The following conditions apply to this insurance:

### **Discovery of a Claim**

If You become aware of or receive notice of any incident that may give rise to a claim under this insurance, You must give notice to MIA as soon as practicable.

### **Claim Settlements**

When destruction, loss or **Damage** occurs to a Memorial, We will do one of the following:

Replace the damaged Memorial with the nearest equivalent stone, engraving, and other products supplied by the Stone Mason; or

Repair the Memorial to the condition it was in at the time immediately before it was destroyed or damaged.

Repairs are to be carried out by the original Stone Mason unless they choose not to, in which case, another Stone Mason can be appointed to complete the repairs or the replacement of the Memorial.

### **Excess**

In respect of each Claim or loss covered by this policy, You are liable for the amount of any Excess stated in the Policy Schedule.

### **Notification**

If **Damage** occurs which may result in a claim under this policy, the action You must take depends upon the type of claim:

Riot	Advise MIA within seven working days of discovery.
Theft, Malicious	Advise the Police immediately and MIA as soon as possible.
Any other claims	Advise MIA as soon as is reasonably possible.



You must provide Us through MIA, at Your expense, with all the details and evidence which We through MIA ask for concerning the cause and amount of any **Damage**.

### **Rights and Responsibilities**

We may:

Take and keep possession of the insured property and deal with any salvage but no property may be abandoned to Us; or

Take proceedings in Your name, but at Our expense, to recover for Our benefit, the amount of any payment made under this policy.

You must provide Us with all necessary information and assistance that We may require.

## **GENERAL EXCLUSIONS**

### **Radioactive Contamination**

We will not cover any claim or expense of any kind caused directly or indirectly by:

Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from the burning of or combustion of nuclear fuel. For the purposes of this Exclusion only, "combustion" shall include any self-sustaining process of nuclear fusion.

The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.

### **War Risks**

We will not cover any **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil unrest, revolution, military force, mutiny, military rising, insurrection, rebellion, military or usurped power.

### **Sonic Bangs**

We will not cover any **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Confiscation or Detention**

We will not cover any **Damage** as a result of confiscation or detention by order of any Government, Public, Police or Religious Authority.

## **COMPLAINTS PROCEDURE**

### **Our Dispute Resolution**

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw Our attention to. We have a complaints and dispute resolution procedure that is designed to deal with Your complaint promptly. It is important to follow the complaint handling process so We are able to resolve Your concern effectively.

If You would like to make a complaint, please Contact Us using the details below.

A response will be provided to You no later than within fifteen (15) business days.



### **Independent Internal Review**

If You are dissatisfied with how Your complaint has been resolved, You can escalate Your complaint to Our Internal Dispute Resolution (IDR) department who will review the decision independently. You may be asked to put Your complaint in writing to Us.

You can contact Our IDR department by:

Email: [info@memorialinsuranceaustralia.com.au](mailto:info@memorialinsuranceaustralia.com.au)  
Phone: (02) 9873 0023  
Address: GTM Admin Services Pty Ltd ABN No 92 090 787 036 T/as Memorial Insurance Australia (MIA)  
12D 44 Oxford Road Ingleburn NSW 2565

The IDR department will contact You with a decision within fifteen (15) business days of receiving Your complaint.

### **Review by the Australian Financial Complaints Authority**

In most cases, We can resolve any problems Our customers have but if You remain dissatisfied with how We have resolved Your concern, You can contact the Australian Financial Complaints Authority (AFCA) for an independent external review at no cost to You. We are bound by any determination by AFCA but the decision is not binding on You.

AFCA can be contacted by:

Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Internet: [www.afca.org.au](http://www.afca.org.au)

## **MIA AND UIG DISPUTE RESOLUTION**

If Your complaint relates to, or if You have any concerns about the advice and services provided by MIA, please initially contact MIA using the contact details on the front page of this Policy Wording or alternatively contact UIG using the details below:

Email: [operations@uig.net.au](mailto:operations@uig.net.au)  
Phone: (03) 8676 0344  
Address: Suite 3, Level 6, 365 Little Collins Street Melbourne Victoria 3000  
Website: [www.uig.net.au](http://www.uig.net.au)

## **FINANCIAL CLAIMS SCHEME**

This Policy may be a protected policy under the Financial Claims Scheme (FCS) that protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Us becoming insolvent, You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at:

<http://www.apra.gov.au>

Or on the APRA telephone hotline on 1300 55 88 49.

