

# Memorial Insurance Australia

## Privacy Policy

**email**

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

**website**

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

**office location**

12D 44 Oxford Road, Ingleburn NSW 2565

**mailing address**

P.O. Box 661, Ingleburn NSW 2565

**phone no.**

02 98730023

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## POLICY INFORMATION

Please read this Policy Wording carefully to ensure that it meets Your requirements. The policy consists of:

### This Policy Wording

This contains the Policy Preamble, Coverage, Conditions and Exclusions which incorporate definitions and terms that apply to the whole policy.

### The Policy Schedule

This shows those things that are individual to Your insurance e.g. the Memorial(s) Insured, the period of insurance and the Sum Insured etc.

### Insurer And Intermediary Details and Relationships

In this Policy Wording:

**"Company", "We", "Us"** and **"Our"** refers to Berkley Insurance Company ("BIC") ABN 53 126 569 706 AFSL 463129 which trades as Berkley Re Australia. **"UIG"** refers to United Insurance Group Pty Limited ABN 31 131 564 522 AFSL 327131. **"GTM"** 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 act under a binding authority provided by BIC to UIG to issue, vary and cancel policies on BIC's behalf. In all aspects of this Policy, both UIG and GTM act as BIC's agent and not for **You** – the **Insured**.

## IMPORTANT INFORMATION

### Your Duty Of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, that 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, **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.

## PRIVACY

GTM handles **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 Personal Information

The personal information **We** collect enables **Us** to provide **Our** products and services. This may include processing and settling claims; offering products and services that may be of interest to **You** and conducting market research for products and services that may be relevant to **You**. **You** can choose not to receive product or service offering from **Us** by calling (02) 9873 0023 Eastern Standard Time 9am to 5pm Monday to Friday inclusive. For further information, **You** can access our Privacy Policy at: [www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

### 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 GTM, UIG as well as the BIC 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 BIC 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 at [www.memorialinsuranceaustralia.com.au](http://www.memorialinsuranceaustralia.com.au)

### 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 GTM If **You** wish to report a new claim or for enquiries regarding existing claims, **You** can contact GTM during business hours (between 9am and 5pm Monday to Friday excluding Public Holidays).

For enquiries about existing claims, the service is available from Monday to Friday 9.00am to 5.00pm. GTM contact details are shown on the front page of this Policy Wording.

## PREAMBLE

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

- This Policy Wording, the Policy Schedule (including any replacement Policy Schedule) and any endorsement, shall together, form the policy and 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, provide insurance during the period of insurance.

## DEFINITIONS

Each time any of the following words or phrases appear in this Policy Wording in **Bold italic** 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.

### Damage

Means physical loss, destruction or damage to the Memorial.

### Insured/You/Your

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.

### Sum Insured

Means the sum insured shown on the Policy Schedule.

### Terrorism

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 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**.

If **We** allege that by reason of this exclusion any **Damage**, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon **You**.

## 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 GTM 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 GTM 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 GTM **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

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 GTM 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 GTM within seven working days of discovery.
Theft, Malicious <b>Damage</b>	Advise the Police immediately and GTM as soon as possible.
Any other claims	Advise GTM as soon as is reasonably possible.

**You** must provide **Us** through GTM, at **Your** expense, with all the details and evidence which **We** through GTM 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**.
- 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:

- give **Us** 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 which undertakes 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  
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  
Phone: 1800 931 678  
Internet: www.afca.org.au

### Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (**FCS**) which 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 Australian Prudential Regulation Authority (APRA) website at <http://www.apra.gov.au> or on the APRA hotline on 1300 55 88 49.

## GTM Admin Services Pty Ltd T/as Memorial Insurance Australia (MIA) AND UIG DISPUTE RESOLUTION

If Your complaint relates to, or if **You** have any concerns about the advice and services provided by GTM, please initially contact GTM 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  
Phone: 03 8676 0344  
Address: Suite 3, Level 6, 365 Little Collins Street Melbourne Victoria 3000  
Website: www.uig.net.au

