



**united insurance group**

AFS Licence No: 327131 ABN: 31 131 564 522



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## **SPECIAL NOTICES**

The document set attached is prepared as a summary of your insurance policy. It is not a complete description of all your policy terms, conditions and exclusions.

In case of a claim under any policy, or questions with regard thereto, the provisions of the policy will prevail.

### **YOUR DUTY OF DISCLOSURE**

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984 to either provide answers to questions or disclose specific information to the underwriter. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

For Consumer Insurance Contracts, (Consumer Insurance Contracts are defined as insurance that is obtained wholly or predominantly for the personal, domestic or household purposes of the insured) your only duty is to take reasonable care not to make a misrepresentation when answering questions asked of you by the underwriter.

In all other situations you must tell the underwriter about anything that you know or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover. You do not need to tell the underwriter anything that reduces the risk of the underwriter, that is of common knowledge; that the underwriter knows or, in the ordinary course of business, ought to know or that the underwriter has waived your duty to tell them about.

### **NON-DISCLOSURE**

If you do not tell the underwriter anything you are required to, or in the case of Consumer Insurance Contracts fail to take reasonable care not to make a misrepresentation, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### **SUBROGATION (RECOVERY) AGREEMENTS**

Before you enter into a contract of general insurance with an insurer, the Insurance Contracts Act 1984 stipulates that the insurer must advise you of any provisions in your policy affecting the preservation of their rights of subrogation.

As your insurer has given us such advice, your policy of insurance provides that you will not be able to recover under it if you enter into or have entered into any agreement which excludes or limits your rights of recovery from other parties. Therefore, you must not have agreed to and must not agree to give away any of your rights which may affect your insurer's right to recover under subrogation from other parties.

### **LIABILITY FOR GOODS AND SERVICES TAX (GST)**

As the service of providing general insurance services falls under the umbrella of the Goods and Services Tax (GST), we are required to charge you on a proportional basis for any insurance services provided by or via us after 30 June, 2000.

Therefore, the attached document includes this charge which has been calculated based on information available to us at this time. Subsequently, if this charge requires amendment, we will recover from (or reimburse) you for any difference.

### **AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY**

Clients not satisfied with our services should contact UIG's Complaints Officer. They are members of the Australian Financial Complaints Authority, a free consumer service. Further information is available from our office, or contact AFCA on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). They also adopt the Insurance Brokers Code of Practice.

### **GENERAL ADVICE WARNING**

If you are a RETAIL CLIENT (defined in your Financial Services Guide) and a Statement of Advice has not been provided to you then the advice that we are giving you is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs. Before you make any decision about whether to acquire the policy, you should obtain and read the Product Disclosure Statement for the policy.

### **PREMIUMS HELD IN TRUST**

UIG retain the interest on premiums paid by you that are held in their trust account before paying the insurer.

### **INSURANCE SCHEDULE AND SUMS INSURED**

You should check and confirm that items listed in your schedule are correct and are insured for full replacement value. With regular rises in building and construction costs, if you do not ensure that you have items covered in your schedule for full replacement value, the issue of Under Insurance or Average Clauses that exist in some policies, can become an issue that apply in settlement. The sums insured should represent full values to rebuild to a condition that is equivalent to when the building was new including any extra costs required to comply with Government, Municipal or Statutory Authority requirements.

Obtaining a valuation of your property may incur costs, however, it would be money well spent should you sustain a fire or some other insured catastrophe.

### **UIG SOURCES OF INCOME**

When placing your insurance they usually receive a commission from the insurer and we may charge additional fees. All fees payable for services will be advised to you at or before the time of providing the advice or service. Where a policy is cancelled before the period of insurance has ended we will usually retain the commission/fee on any return premium involved.