



Ocean Underwriting Pty Ltd

Duty of Disclosure



Ocean Underwriting Financial Hardship Policy Statement



Duty of Disclosure

Before any person/s enter into an insurance policy with Ocean Underwriting (“Us”), they have a duty under the Insurance Contracts Act 1984 to disclose to Us every matter that they know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and if so, on what terms. They have the same duty to disclose those matters to Us before they renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time disclosures are made and the Relevant Time, the person/s need to tell Us.

What We do not need to know

A person does not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know in Our business as an insurer;
- We tell the person We do not need to know.

Who does the duty apply to?

The duty of disclosure applies in relation to everyone who is insured under the Policy.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce Our liability under the Policy in respect of a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

Retroactive liability

The Policy does not provide cover in relation to events that occur before the commencement of the Policy, unless retroactive liability cover is requested in the proposal form AND THE POLICY IS EXTENDED accordingly.

Average provision and Allocation of loss between the Insured and Us

One of the Policy terms provides that if the Insured incur loss covered by the Policy with other loss that is not covered by the Policy, or if a claim is made against the Insured and it is impossible to identify whether loss is attributable exclusively or primarily to a covered cause, or the claim against the Insured, as appropriate, then the Insured together with Us shall use our best efforts to agree a fair and proper allocation of the loss between Us and the Insured. Please refer to the Policy wording for full details. The Policy may also provide that, where the amount required to dispose of a claim exceeds the limit of the sum insured in the Policy, We shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the Policy limit bears to the total amount required to dispose of the claim.

Liability assumed under agreement

Cover provided by this form of liability insurance does not cover liability which You have agreed to accept, unless You would have been so liable in the absence of such agreement.

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Utmost good faith

The Policy is based on the utmost good faith requiring Us and the proposer/ insured(s) (including third party beneficiaries after the Policy is entered into) to act towards each other with the utmost good faith in respect of any matter relating to the Policy. A failure to comply is a breach of the Insurance Contracts Act 1984

Underwriters' sanction limitation and exclusion clause

We shall not be liable to pay or indemnify the Insured for any loss or claim made under the Policy which would expose any of Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Notices

We will send all notices in relation to the Policy to:

- the Insured's nominated insurance intermediary, until We receive written notice to the contrary from the Insured named in the Schedule;
- if there is no nominated intermediary, the Insured named in the Schedule, acting on behalf of the Insureds.

About the Policy

Where We agree to enter into a Policy, it is a contract between Us and the Insured (see the definition of "Insured" for details of who is covered by this term). The Policy is entered into subject to the payment or agreement to pay Us the premium by the Insured, including government taxes and charges, and the Policy terms and conditions (including limits and the Excess/es). The Policy is made up of this Policy Wording which sets out Our standard terms, the Certificate of Insurance and Schedule which We issue to confirm the issue of the Policy and which contain additional information specific to the Insured and the Policy, any agreed endorsements and the Proposal. These are all important documents and should be carefully read together and kept in a safe place for future reference.