



Dealers  
Musical  
Instrument  
Insurance



**LARK***music*

Perfectly tuned insurance

**Product Disclosure Statement and Policy Wording**

# Musical Instrument Dealers Insurance

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## Product Disclosure Statement and Policy Wording

We the Insurers hereby agree, in consideration of the premium specified in the **Schedule**, to insure against loss in accordance with the policy terms and conditions.

## Insurers/Underwriters

The words “Insurers” and “Underwriters” refer to Certain Underwriters at Lloyd’s. Insurers approved by Australian Prudential Regulation Authority (APRA).  
Participation percentage – 100%.

## Important Information

This Product Disclosure Statement (PDS) is designed to help **you** understand the EBM Musical Instrument Dealers insurance policy and to provide **you** with sufficient information to enable **you** to make an informed choice about whether to buy this policy.

## Part 1

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### The Insurers/Underwriters

The insurers of this policy are Certain Underwriters at Lloyd’s. **You** can contact **us** via Elkington Bishop Molineaux Insurance Brokers Pty Ltd trading as EBM of 1162 Hay Street, West Perth, WA 6005, Australia; Phone toll free: 1300 INSURE (1300 467 873), or by email [ebm@ebm.com.au](mailto:ebm@ebm.com.au) or Lloyd's Australia Limited Level 9, 1 O'Connell Street, Sydney NSW 2000 Tel: +61 (0)2 8298 0700 Fax: +61 (0)2 8298 0788 Or Email [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Aston Lark Limited is a UK insurance broker, working exclusively with EBM in Australia in relation to this Musical Instrument Dealers insurance and is responsible for underwriting risks, preparation of policy documentation and settlement of claims on behalf of the insurers.

### Definitions

Wherever the following words appear in this insurance they will have the meanings shown below:

#### You/Your

The person or company named as the insured on **your Schedule**.

#### We/Us/Our

The Insurer(s) as shown on **your Schedule**.

### Benefits and features of the policy

This Musical Instrument Dealers insurance policy provides cover for specified musical instruments and accessories.

The benefits are for accidental loss or damage to the specified property whilst the property is at the named location(s) and within the territorial limits specified in the **Schedule**.

Please note that conditions, limitations and exclusions will apply to these benefits. Details about the terms, conditions and exclusions of the insurance are outlined in the Insurance Policy Terms and Conditions in Part 2.

## This PDS is divided into 2 parts:

**Part 1** sets out some important information for EBM Musical Instrument Dealers insurance. It contains information about the insurance, its features, benefits, risks and costs. Please read it carefully together with the Insurance Policy Terms and Conditions.

**Part 2** is the Insurance Policy Terms and Conditions. Full details of the insurance, the exclusions and the terms and conditions are set out in the Insurance Policy Terms and Conditions. By acquiring this insurance, **you** agree to be bound by those terms and conditions.

### Significant Risks

The risks associated with this policy could include the following:

- Cover may be inadequate for **your** needs because the level or type of cover **you** need does not match the cover offered by this policy. For example, an exclusion may apply, or **you** may not satisfy the terms and conditions of cover, or a limit applies to the amount **you** can claim. Please carefully read the policy before deciding whether it will meet **your** needs.
- **Under insurance.** It is important to make sure that the sums insured **you** select fully reflect the value of **your** property, otherwise **your** cover may not be adequate to cover **your** loss.
- **Failure to comply with the policy terms and conditions.** If **you** do not comply with the policy terms and conditions (e.g. **your** duty of disclosure) **we** may refuse to pay part or all of **your** claim.
- **Failure to pay your insurance premium.** In order for **your** insurance to remain current, **you** must pay the insurance premium by the due date, otherwise **we** may cancel **your** policy.

### Conditions

The Musical Instrument Dealers insurance policy is subject to the following important conditions:

- **You** must at all times comply with **your** Duty of Disclosure;
- **You** must not act in a fraudulent manner;
- Claims are handled in accordance with the claims standards set out in Part 2 under the heading Claims Conditions;
- **We** are entitled to inspect and salvage the insured property;
- **We** are entitled to negotiate, defend and settle any claim in **your** name;
- **We** are entitled to be subrogated to **your** rights of recovery against a third party;

- Disputes must be mediated in accordance with this policy;
- This policy may be cancelled as specified in Part 2 under the heading Cancelling a Policy.
- **You** must at all times take all appropriate maintenance and safety precautions to protect the property insured.

### Your cooling off period

Please read this PDS and **your schedule** carefully to make sure **you** understand the cover and that it is adequate for **your** needs.

If, for any reason, **you** are not completely satisfied with **your** policy, **we** may agree in writing to alter it to meet **your** needs.

Alternatively, if **you** decide that **you** do not require this policy, and no claim has been made under the policy, **you** have the right to cancel and return the insurance policy to **us** within a cooling off period of 14 days, which starts on the earlier of:

- The date **you** received confirmation of this insurance policy; or
- 5 days after the date this policy was issued to **you** whichever occurs earlier.

If **you** cancel within this cooling off period of 14 days and providing **you** have made no claims, **we** will return **your** premium in full, less an administration charge of AUD \$50.

### Policy Costs

The cost of **your** insurance is shown on **your schedule**. The cost of **your** policy is made up of **your** premium, plus any applicable government taxes and charges such as stamp duty, applicable fire services levy and the GST.

**We** calculate **your** premium using a rating system that includes certain rating factors. These factors include **your** insurance history, the type and value of the property insured.

When **you** make a claim, an **excess** may be applicable. The applicable **excess** is stated on **your** policy certificate.

### Cancellation Fee

**You** may cancel **your** policy at any time. If **you** choose to cancel **your** policy **we** will retain or be entitled to the premium for the period during which this policy has been in force, EBM will further deduct an administration fee of \$50.

After cancellation by **us**, **you** will be entitled to a proportionate refund of the unexpired premium less any non-refundable government taxes and charges and a cancellation fee.

For details of **our** cancellation fee please refer to the heading Cancelling a Policy in Part 2 of this policy.

## Duty of Disclosure

### New contracts of insurance

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 anything you are required to tell us, 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.

### Renewal of contracts of insurance

Before you renew this contract of insurance, 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.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

If you do not tell us anything you are required to tell us, 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.

# Part 2

This policy wording, along with the Proposal Form, **Schedule**, and any **endorsement(s)** attached form **your** contract of insurance.

This insurance has been specifically designed to give cover for musical instruments and accessories. It is intended to be clear in language and layout but it is important that **you** understand the extent of cover provided by **us** and **your** own obligations in order to receive the full benefit of this insurance.

Please read this policy wording, together with any **endorsement(s)** and **your Schedule**, very carefully. If it is incorrect, return it immediately for alteration.

If **you** have any questions or concerns about **your** contract of insurance or the handling of a claim **you** should, in the first instance, contact EBM.

If **you** are unable to resolve any questions or concerns with EBM please refer to the complaints procedure shown on page 8 of this policy.

The written authority under the agreement number(s) stated on **your Schedule** allows Aston Lark in association with EBM to issue this insurance on **our** behalf.

## Part 2 - Definitions

Wherever the following words appear in this insurance they will have the meanings shown below:

<b>Amount Insured</b>	The maximum <b>we</b> will pay as shown on <b>your Schedule</b> .
<b>Computer Virus(es)</b>	A corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
<b>Endorsement(s)</b>	Any variation or addition to the terms of this insurance agreed by <b>us</b> in writing.
<b>Excess</b>	The first amount of a claim which <b>you</b> must pay as shown on <b>your Schedule</b> .
<b>Period of Insurance</b>	The length of time for which this policy is in force as shown on <b>your Schedule</b> .
<b>Schedule</b>	The document showing <b>your</b> name, <b>your</b> address, the item(s) insured, the <b>amount insured</b> , and the <b>period of insurance</b> .
<b>Terrorism</b>	An act, including using or threatening to use force or violence, which: <ul style="list-style-type: none"> <li>i. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and</li> <li>ii. is for political, religious, ideological or similar reasons.</li> </ul>

	This includes trying to influence a government or to frighten the public or any section of the public.
<b>We/Us/Our</b>	The insurer(s) as shown on <b>your Schedule</b> .
<b>You/Your</b>	The person or company named as the insured on <b>your Schedule</b> .

## The Cover

In return for payment of the premium shown on **your Schedule**, **we** agree to insure the instrument(s) and accessories specified in **your Schedule** against physical loss or physical damage occurring during the **period of insurance** while at the named location(s) and within the territorial limits specified in the **Schedule**, subject to the terms, conditions and exclusions contained in this policy wording.

### How much we will pay

Where it is economical to do so **we** will at **our** option repair, replace or pay for the lost or damaged insured item(s) limited for each item to the cost price plus 30% or selling price less 20%, whichever is the higher as ascertained by **you**. However, in no event will **we** pay more than the current market valuation. **We** reserve the right to obtain a third party valuation in the event of loss or as separately specified in the **Schedule**.

In the event of a partial loss of or damage to any insured item(s) **we** will pay the cost and expense of restoration plus any resulting depreciation but not exceeding for each item the cost price plus 30% or selling price less 20%, whichever is the higher as ascertained by **you**. However, in no event will **we** pay more than the current market valuation. **We** reserve the right to obtain a third party valuation in the event of loss or as separately specified in the **Schedule**.

In no event will **we** be liable for more than the **amount insured**.

### What is not covered

This insurance does not cover:

- A. Any **excess** and/or voluntary **excess** as stated on **your Schedule**.
- B. Breakage of strings, reeds or drumheads while the instrument is being played
- C. Loss of or damage to any insured instrument whilst in or on any motor vehicle owned by or under the control of **you** or **your** employees which is left unattended without an authorised occupant.
- D. Loss or destruction of, or damage to, any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly caused by or contributed to by or arising from:
  - i. **computer viruses**, erasure or corruption of electronic data
  - ii. the failure of any equipment to correctly recognise the date or change of date.

- E. Loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof
  - iii. nuclear reaction, nuclear radiation or radioactive contamination.
- F. Loss or damage as a consequence of riot or civil commotion, happening outside of Australia.
- G. Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or detention or nationalisation or requisition or destruction to property by or under the order of any government or public or local authority.
- H. Damage to internal mechanisms unless caused by a single identifiable external event.
- I. Loss or destruction of, or damage to any property whatsoever, directly or indirectly caused by corrosion, rust, dampness, dryness, dust, evaporation, shrinkage, change in colour or finish, chemical action or reaction, moth or vermin, wear and tear, gradual depreciation or inherent vice.
- J. Loss of or damage to any property whatsoever directly or indirectly caused by defects in operation, faulty or defective design, materials or workmanship or latent defect.
- K. Loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature or light unless such loss or damage is caused by storm or fire.
- L. Loss or damage of any article, occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- M. Loss or damage to insured item(s) whilst in the course of transit by air or postal or similar transit unless the insured item(s) is securely packed in a suitable protective case or container, or has been packed by a professional transit or removal company.
- N. Loss or damage arising out of a deliberate act by **you** or by anyone acting on **your** behalf.
- O. Loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- P. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Furthermore, **we** do not cover loss, 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 relating to any act of **terrorism**.

In the event any portion of this **exclusion** is

- found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- Q. Loss or damage caused by or directly resulting from work done in the course of alteration or any refinishing, renovating, repairing, restoring or similar process.
  - R. Losses discovered as a result of stocktaking and unexplained shortages.
  - S. Loss or damage caused by or indirectly resulting from theft or dishonesty committed by or in collusion with any principal, partner director or other officer or any employee of **you**.
  - T. Any claim in respect of the property insured hereunder, where the loss has been sustained by **you** consequent upon handing over such insured property to any third party, against payment by:
    - i. Cheque, banker's draft, or any other form of money order, where such cheque, banker's draft or other form of money order, shall prove to be false, fraudulent or otherwise invalid or uncollectable for any reason whatsoever.
    - ii. Cash, currency or bank notes which prove to be counterfeit, false or otherwise invalid for any reason whatsoever.
    - iii. Credit card, where the use of the same has been false, fraudulent or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.

## General Policy Conditions

### Information

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**. **You** must make sure that all information is accurate and that **you** have not withheld any facts that might have influenced **our** decision. If **you** are in any doubt, **you** should speak to EBM.

### Change in Circumstances

**You** must tell **us** about any changes in circumstances which occur before or during the **period of insurance** which may affect this insurance. **We** may then amend the terms of this insurance. If **you** are in any doubt, **you** should speak to EBM.

### Non Disclosure and Misrepresentation

If **you** have not told **us** about, or have misrepresented, any facts or circumstances which are material to this insurance which might have affected **our** decision to give **you** insurance or the terms of **our** acceptance, **we** may be entitled to refuse to pay a claim or treat this insurance as though it never existed.

### Insurers Several Shares

The insurer(s) are as shown on **your Schedule**. The subscribing insurer's obligations are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Law and Jurisdiction

This contract of insurance shall be governed by the laws of Australia and subject to the exclusive jurisdiction of the courts of Australia.

## Cancelling a Policy

### How you may cancel

- **You** may cancel this policy at any time by telling **us** that **you** want to cancel it.
- **We** subtract from any premium **you** pay **us**, an amount to cover the period that **we** have already insured **you** for. EBM will further deduct an administration fee of \$50. **We** then return the rest of the premium, along with GST and any relevant Government charges where this is allowed.

### How we may cancel

- **We** may only cancel this policy when the law says **we** can.
- **We** cancel **your** policy by telling **you** so in writing.
- **We** give **you** that notice in person, or send it to **your** last known address.
- **We** subtract from any premium **you** pay **us**, an amount to cover the period that **we** have already insured **you** for. **We** then return the rest of the premium, along with GST and any relevant Government charges where this is allowed.

## Due Diligence

It is a condition of this insurance that **you** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or damage to the insured property.

If **you** fail to comply with this condition **we** may be entitled to reduce or deny **your** claim.

## Claims Conditions

### Maintenance of Records

It is a condition of this insurance that **you** keep accurate records of all purchases, sales and other property in **your** care custody or control and that such records shall be available for inspection by **us** or **our** representatives in the event of a claim being made.

If **you** fail to comply with this condition **we** may be entitled to reduce or deny **your** claim.

### Loan Agreement

Cover extends to include items consigned to third parties subject to **you** having verified the identity of the consignee. All consignments must be covered by an agreement. **You** and/or dealer are to retain copies of such notes. The agreement issued is to contain the following information:

- Name and address of the consignee;
- Date of loan;
- Period of loan, or return date;
- Description and value of item.

It is a condition of this insurance that where items are loaned to a third party **you** and/or dealer are to obtain proof of identity (Passport or Driving Licence) and corresponding confirmation of the consignee's address and retain this information.

The agreement between **you** and any named dealer must contain terms/obligations that the dealer must comply with regarding the steps taken to verify the identity of any third party consignee to whom the dealer may loan the item to.

If **you** fail to comply with this condition **we** may be entitled to reduce or deny **your** claim.

### Ownership Disputes

**We** will not consider any claim under this insurance, directly or indirectly resulting from any dispute with any third party, contractual or otherwise where such third party is alleged to have failed to return or supply any item until **you** have secured a judgement wholly in **your** favour from a court, as specified in the jurisdiction applicable to this insurance, and that judgement has not been satisfied in whole or in part for a period of more than 12 months after the decision of the court was received by **you**.

**We** will only pay where:

- **You** can prove title to the items **you** are claiming for
- **You** agree to allow **us** to enforce any right which **we** shall become entitled to upon making any payment.
- **You** can demonstrate any loss or damage is covered directly by this insurance.

### Protections and Maintenance

**We** do not cover loss or damage caused by theft or attempted theft unless the burglar alarm system (if fitted) is fully activated, whenever the premises are left unattended. The burglar alarm system must be regularly serviced and be under a contract of service by a reputable company. **You** must also advise **us** immediately if for any reason the alarm is not working properly. **We** may then vary the terms and conditions of this insurance.

If **you** fail to comply with this condition **we** may be entitled to reduce or deny **your** claim.

### Keys

It is a condition of this insurance that all keys and duplicate keys capable of operating alarms (if fitted) and all keys and duplicate keys of safes and strong rooms are removed from **your** premises when such premises are not open for business.

If **you** fail to comply with this condition **we** may be entitled to reduce or deny **your** claim.

### What to do when a Loss Occurs

In the event of a possible claim under this insurance **you** must:

- a. notify EBM as soon as possible giving full details of what has happened.
- b. provide EBM with written details of what has happened and provide any other information **we** may require within 30 days,
- c. give immediate notice to the Police following any theft, attempted theft or lost property,
- d. not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### **Subrogation**

**We** can take over and deal with, in **your** name (but at **our** expense), the defence or settlement of any claim. **We** can also start proceedings in **your** name to recover for **our** benefit the amount of any payment made under this insurance.

### **Full Payment**

If **we** pay the full **amount insured** for any item(s) insured, **we** will become the full owners and reserve the right to take possession of such item(s).

### **Recovered Instruments**

**You** will have the right to purchase from **us** any instrument or accessory recovered for which the full sum insured has been paid in settlement of a claim at a lesser of:

- i. the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses;
- ii. the fair market value at the time of recovery.

**We** will notify **you** by post at **your** last known address of the right to purchase the instrument recovered and **you** will have 60 days from the date of notice to exercise the right to repurchase.

### **Fraudulent Claims**

**You** must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:

- a. makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- b. makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- c. makes a claim in respect of any loss or damage caused by **your** wilful act or connivance;

then **we** may be entitled to:

- a. not pay the claim
- b. not pay any other claim which has been or will be made under the insurance
- c. declare the insurance void
- d. recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- e. not return any premium
- f. inform the Police of the circumstances

## **Australian Terrorism Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

## What to do if you have a complaint against Lloyd's?

### About Lloyd's

Since the late 17<sup>th</sup> century, the name Lloyd's has been synonymous with insurance. Many of the world's leading underwriters are based in Lloyd's. The market is internationally renowned and has an impeccable claims record.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement we have made under the General Insurance Code of Practice.

**Our** aim, is to provide the highest service to **our** Australian policyholders and, to this end, **we** have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

### How can we help you?

There are established procedures for dealing with complaints and disputes regarding **your** policy or claim. All policyholders can take advantage of the complaints service.

#### Step 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to EBM in the first instance - in most cases this will resolve **your** grievance.

EBM will respond to **your** complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with **you**. **You** will also be kept informed of the progress of **your** complaint.

#### Step 2

In the unlikely event that this does not resolve the matter, or **you** are not satisfied with the way **your** complaint has been dealt with, **you** should contact:

Lloyd's Australia Limited  
Level 9, 1 O'Connell Street, Sydney NSW 2000  
Tel: +61 (0)2 8298 0700 Fax: +61 (0)2 8298 0788  
Or Email [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

When **you** lodge **your** dispute with Lloyd's, **we** will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance policy involved
- Details of the policy concerned (policy and/or claim reference numbers etc.)
- Name and address of the insurance intermediary through whom the policy was obtained
- Details of the reasons for lodging the dispute
- Copies of any supporting documentation **you** believe may assist Lloyd's in addressing **your** dispute appropriately

Following receipt of **your** dispute, **you** will be advised whether **your** dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- Where **you** are a retail client and **your** dispute is eligible for referral to the Financial Ombudsman Service (FOS), **your** dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **your** dispute.
- Where **you** are a retail client and **your** dispute is not eligible for referral to the FOS, or where **you** are a wholesale client, Lloyd's Australia will refer **your** dispute to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with **you**.

### How long will the step 2 process take?

**Your** dispute will be acknowledged in writing within 5 business days of receipt, and **you** will be kept informed of the progress of the review of **your** dispute at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** dispute within 15 business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

#### Step 3

If **your** dispute is not resolved in a manner satisfactory to **you**, Lloyd's will then provide retail clients eligible for referral to the FOS with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between **you** and **your** insurer. **Your** dispute must be referred to the FOS within 2 years of the date of Lloyd's final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to **you**.

**This service is free of charge to Policyholders.**

### EBM Contact Details

Address: 1162 Hay Street, West Perth WA 6005, Australia  
Phone 1: 1300 INSURE (1300 467 873)  
Phone 2: +61 08 9213 4567  
Fax: +61 8 213 4566  
Email: [ebm@ebm.com.au](mailto:ebm@ebm.com.au)  
Website: [www.ebm.com.au](http://www.ebm.com.au)