Building Indemnity Insurance – South Australia

Effective Date: 17 November 2025

Credeq Australia Pty Ltd
ABN 39 625 083 810
Sydney NSW 2000

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Important Information

Introduction

Welcome and thank you for choosing the Assetinsure Building Indemnity Insurance.

About Assetinsure

The insurer of the Policy is Assetinsure Pty Limited (Assetinsure) ABN 65 066 463 803. In this document unless otherwise stated, the insurer is called "we", "us", "our" and/or "Assetinsure". Our contact address is Level 21, 45 Clarence Street, Sydney NSW 2000. In this document, words in bold have the meaning specifically set out in this document, including in the definitions section of the Policy.

Assetinsure is a privately held company which is authorised by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business and holds Australian Financial Services Licence number 488403 (AFSL). For further information visit our website at www.assetinsure.com.au.

About Credeq

Assetinsure has appointed Credeq Australia Pty Limited ABN 39 625 083 810 (Agent) as its agent in connection with the Policy. If you have any questions about the Policy, want to make any changes to the information that you have provided us in connection with the Policy or want to make a Claim, then please contact the Agent.

The Agent holds AFSL 568636. This licence allows the Agent to:

- Provide general financial product advice (which means the Agent does not provide tailored advice that considers your personal objectives, financial situation or needs) on general insurance products; and
- Deal in general insurance products, including by distributing and issuing the Policy on behalf of Assetinsure wholesale clients; and
- Provide claims handling and settlement services to retail and wholesale clients.

The Agent acts on the behalf of Assetinsure and not you when they do any of these things.

Duty of Disclosure

Before the Policy is entered into with us, you and the Builder have a duty, under the Insurance Contracts Act 1984, to disclose to the Agent and us every matter that you know or could reasonably expected to know, is relevant to the Agent's or our decision whether to accept an Application for insurance, and, if so, on what terms and for how much premium.

You and the Builder have the same duty to disclose those matters to the Agent and us before you vary the Policy.

The duty applies until the Policy is entered into or varied (Relevant Time). If anything changes between the time you or the Builder provide answers or make disclosure and the Relevant Time, you and the Builder need to tell the Agent and us.

Who needs to tell us

The duty of disclosure applies to you, the Builder and everyone that is an insured under the Policy. If you provide information for another insured, it is as if they provided it to the Agent and us.

What you do not need to tell us

You do not need to tell us about any matter that:

a) diminishes our risk;

b) is of common knowledge;

c) we know or should know in the ordinary course of our business as an insurer; or

d) we tell you we do not need to know.

If you fail to comply with your duty of disclosure to us, we may refuse or reduce our liability under the Policy in respect of a Claim and / or we may cancel the Policy. If the Builder fails to comply with the Builder's duty of disclosure or has made a misrepresentation to us, we may recover from the Builder any amount we pay under this Policy. If your nondisclosure is fraudulent, we also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Limitation or Exclusion of Rights Against Third Parties

This Policy provides that you must not limit or exclude your rights against a person from whom you might otherwise be able to recover in respect to the loss or damage - see paragraph 55 of this Policy.

Interested Parties

This Policy provides that the cover provided by this Policy does not extend to an interest in the House that is not your interest - see paragraph 27 of this Policy.

Privacy

Assetinsure is committed to safeguarding and protecting the privacy of personal information. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

For this 'Privacy' section, 'We' 'Us' and 'Our' refers to Assetinsure and the Agent.

Purpose of Collection

We are collecting the personal information requested to determine whether or not and if so, on what terms we might issue you an insurance Policy or to manage a Claim in relation to an insurance Policy you have with us. If you don't provide all the information requested, the main consequence is that we may not be able to issue you with a Policy or pay your Claim.

We may use your personal information for other purposes if you consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where you would reasonably expect us to do so and/or the other purpose is related to the purpose for which we collected the information.

In some circumstances, we may collect your personal information from another person or another source. This will only be where it

is unreasonable or impracticable for us to collect it directly from you or you would expect us to collect the information from the nominated third party. For example, where you authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to you to deal with us on your behalf

Disclosure

In issuing and/or managing your Policy or Claim we may need to disclose your personal information to another insurer, our reinsurers, a retrocessionaire, an insurance broker, our legal providers, our accountants, loss investigators or adjusters, anyone acting as your agent, or regulatory bodies. We will only do so if it is reasonably necessary for, or directly related to, the issuing or managing of your insurance Policy or Claim.

In disclosing your personal information to one of these parties it may be necessary to disclose your information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If we disclose the information overseas you should be aware that the overseas entity is not bound by the Privacy Act 1988 and so you would not be able to seek redress against them under the Privacy Act 1988. There may be no similar privacy law to the Privacy Act 1988 in the overseas party's country, and you may also not be able to seek redress under the laws in the party's country. Assetinsure has sought written agreement from its overseas business partners that they will handle personal information in accordance with Assetinsure's Privacy policy.

Access and Compliant

The Agent's Privacy policy is available on the Agent's website https://credeq.com/au/privacy-policy/. It sets out details of how you can access (and if necessary correct) the personal information we and the Agent hold about you. It also sets out how and to whom you might complain about a breach of Privacy Law.

If you require any other information regarding Privacy please contact: The Compliance Manager, by post at GPO Box 2586, Sydney, NSW 2001, by email at cwi@credeq.com or phone 1300 294 000

Complaints Process

At Assetinsure, we strive to do things the right way and keep our customers happy.

Making a Complaint

If you have a complaint concerning the financial product or services provided to you please contact the Agent and rthe Agent will try their best to resolve your complaint as soon as possible.

a) Phone: 1300 294 000

b) Post: GPO Box 2586 Sydney, NSW 2001

c) Email: cwi.complaints@credeq.com

Internal Dispute Resolution

If you remain dissatisfied with the solution offered, please contact the Agent and the Agent will refer the matter to their Internal Dispute Resolution Facility (IDR).

The Agent undertakes to acknowledge your complaint and respond with a decision within 15 business days.

Applying for Insurance

When the Builder applies for this insurance, the Builder will need to complete an application. You and the Builder need to provide the information we require to determine whether to issue a Policy, and if so, on what terms.

Where we issue a Policy, cover is provided based on the verbal and/or written information provided by the Builder and you which must be given in accordance with the duty of disclosure of you and the Builder.

Policy Terms and Conditions

1. This Policy is a legal contract between you and us. You must comply with all provisions of this Policy, otherwise we may refuse to pay any Claim made under this Policy.
2. This Policy will only respond to Claims in connection with Work described in the Building Contract which supported the Application for this insurance and was performed or was to be performed at the Building Site described in the Certificate of Insurance.
3. Your Policy consists of the Policy terms and conditions in this booklet; any endorsements and the Certificate of Insurance we issue you and the Builder. Please read your Policy carefully and satisfy yourself that it provides the cover that you require. You should keep this booklet and the Certificate of Insurance together in a secure place for future reference.
4. This Policy will not be renewed and is of a kind that it is not usual to renew.
5. This Policy is issued in compliance with the requirements set out under the Act. If any term of this Policy conflicts with or is inconsistent with the Act, then the Policy shall be read and be enforceable as if it complies with the Act.
6. In this Policy, a reference to legislation is a reference to the legislation as amended from time to time and a reference to an Act includes any regulations, orders or other legislation made under that Act.

Goods and Services Tax (GST)

7. The premium on this Policy includes an amount for GST and if we pay a Claim, your GST status may determine the amount to be paid on the Claim.
8. You must advise us if you are registered, or required to be registered, for GST purposes, and you must when requested tell us what your entitlement to any Input Tax Credit (ITC) is for the insurance premium.
9. When determining the amount to be paid for a Claim under this Policy, any payment or supply we make to you for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for your Claim will be calculated on the GST inclusive cost of your Claim. In calculating such payment, we are entitled to reduce it by any ITC to which you are, or would be, entitled:
    a) for the acquisition of such goods, services or other supply; or
    b) if the payment had been used to acquire such goods, services or other supply.

10. The:
    a) indemnity under this Policy;
    b) any payments we make under this Policy;
    c) limits and/or sub limits of liability under this Policy; or
    d) any other monetary limitations in this Policy, are inclusive of any GST, taxes, levies, duties or charges that the payment would be affected by or subject to.
11. If you make a Claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the Claim payment paid under this Policy (even though you have not received the withheld amount).
12. GST and ITC have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time.

Updating Information

13. If you need to confirm any Policy transaction or clarify any of the information contained in this document or if you have any queries, please contact the Agent under:
    a) Phone: 1300 294 000
    b) Post: GPO Box 2586 Sydney, NSW 2001
    c) Email: cwi@credeq.com

Definitions

Some key words and terms used in this Policy have special meanings. Wherever the following words or terms are used in the Policy they mean what is set out below.

Act means the Building Work Contractors Act 1995 (SA) and regulations under that Act.

Agent means Credeq Australia Pty Limited ABN 39 625 083 810.

Application means the application form completed by the **Builder** applying for this insurance.

Builder means the person or company named in the **Certificate of Insurance** as the building work contractor who will carry out the **Work**. It is the only person or company that **we** will consider when determining what is covered by this Policy. **Builder** does not include a person who is not a **Building work contractor**.

Building Contract means the **Domestic Building Work Contract** described in the **Certificate of Insurance** between **you** and the **Builder** pursuant to which the **Work** is performed or is to be performed in connection with the **House** described in the **Certificate of Insurance**.

Building Site means the place described in the **Certificate of Insurance** where the **Work** is performed or is to be performed in connection with the **House**.

Building work contractor has the same meaning as it does in the Act.

Certificate of Insurance means the most recent certificate issued by **us**, which forms part of and is evidence of the issue of this **Policy**.

Claim means a claim in writing on the Assetinsure Claim form for indemnity under this **Policy**.

Completion (of the **Work**) means the time when the **Work** is completed except for any omissions or **defects** which do not prevent the **House** from being reasonably capable of being used for its intended purpose.

Defect (and its corresponding forms) in relation to the **Work**, means a breach of any **Statutory Warranty** by the **Builder**.

Disappears (and its corresponding forms) means cannot be found, after due search and enquiry.

Domestic Building Work has the same meaning as it does in the **Act**

Domestic Building Work Contract means a contract with a **Building work contractor** for the performance by the contractor of **Domestic Building Work** (including any variation of such a contract) but does not include:

a) a subcontract for the performance of **Domestic Building Work**; or

b) a contract for the performance of **Minor domestic building work**.

House means a building (or part of a building) intended for occupation as a place of residence but does not include:

a) hotels, motels, youth hostels, residential camps, boarding or lodging houses, university halls of residence, boarding school dormitories, barracks, nursing homes, or residential facilities for workers or for training purposes; or

b) any other building or portion of a building declared by the **Act** to not be a house. **Insolvent** (and its corresponding forms) means;

c) in relation to a natural person—bankrupt or subject to a composition or deed or scheme of arrangement with or for the benefit of creditors;

d) in relation to a body corporate—under official management, in liquidation or receivership or subject to a composition or deed or scheme of arrangement with or for the benefit of creditors.

Minor domestic building work has the same meaning as it does in the **Act**.

Performed in relation to the Work includes:

a) cause the Work to be performed; or

b) organise or arrange for the performance of the Work

Policy means this policy wording, the **Certificate of Insurance** and any endorsements on the **Certificate of Insurance**.

Statutory Warranty means each of the following warranties implied by s32 of the **Act**:

a) that the **work** will be performed in a proper and workmanlike manner to accepted trade standards and in accordance with the plans and specifications agreed between the parties to the **building contract**.

b) that all materials supplied for use in the **work** will be good and proper.

c) that the **work** will be done in accordance with, and will comply with, the **Act** and any other law.

d) that, if the **building contract** does not stipulate a period within which the **work** will be done, that the **work** will be done with reasonable diligence.

e) that, if the **work** consists of construction of a **house**, that the **house** will be reasonably fit for human habitation.

f) that if the building owner has expressly made known to the **builder**, the particular purpose for which the **home** is required, or the result that the building owner desires the building to achieve, so as to show that the building owner relies on the **builder's** skill and judgement, that the **work**, and any materials used in performing the **work** will be reasonably fit for that purpose or of such a nature and quality that might reasonably be expected to achieve that result.

Terrorism means any act, or the preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any such government, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a sector of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a) involves violence against one or more person;

b) involves damage to property;

c) endangers life other than that of the person

d) committing the action;

e) creates a risk to health or safety of the public or a section of the public; or

f) is designed to interfere with or disrupt an electronic system.

We/us/our/Assetinsure means Assetinsure Pty Limited (ABN 65 066 463 803).

Work means the **Domestic Building Work** described in the **Certificate of Insurance** which is performed or is to be performed by the **Builder** at the **Building Site either**:

a) under the Building Contract; or

b) on the Builder's own behalf.

You/your means:

a) the person on whose behalf the **Work** is being or is about to be performed; and

b) each person who becomes entitled to the benefit of any of the **Statutory Warranties**.

You/your does not include:

a) the **Builder**; or

b) any related bodies corporate (within the meaning of section 50 of the Corporations Act 2001 (Cth)) of the **Builder**.

Your Cover

14. Where the Work was performed by the Builder on your behalf, we will indemnify you for your loss resulting from non-completion of the Work by reason of the insolvency death or disappearance of the Builder.

15. Where you are entitled to the benefit of a Statutory Warranty in respect of the Work, we will indemnify you for your loss resulting from a breach of the Statutory Warranty by the Builder to the extent you are unable to enforce or recover under the Statutory Warranty by reason of the insolvency, death or disappearance of the Builder.

16. The cover we provide under paragraphs 14 and 15:

a) does not extend to the acts or omissions of you or any persons (other than the Builder) contracted by you to perform the Work under the Building Contract; and

b) is subject to the terms, conditions, limitations and exclusions set out in this Policy.

Certificate of Insurance

17. We or the Agent must provide a Certificate of Insurance evidencing that insurance for the Work has been issued in compliance with the Act, in respect of each House for which insurance is required.

18. The Certificate of Insurance will be in the form or to the effect of the form prescribed by the Act

19. Even though the Builder or another person who applies for this insurance may be required to pay the premium when lodging an Application, we may refuse to accept the Application. The Work is not covered until we have provided a Certificate of Insurance evidencing insurance for the Work.

Period of Cover

20. You are covered for Claims made within a period of 5 years from completion of the Work.

21. You must make a Claim no later than 90 days after you become aware of the facts or circumstances giving rise to the Claim.

How much you are covered for

22. We will pay up to, but not more than $250,000 in the aggregate in total (including GST, taxes, levies, duties and charges), for all Claims made under this Policy in respect of any one House.

23. If the Work is Performed on land in a strata plan containing Common Property, and a Claim is paid by us relating to the Common Property, the amount of cover in respect of any one House in the plan of subdivision is reduced by an amount calculated by dividing the amount paid under the Claim by the number of Houses on that land in the strata plan and reduces your remaining available cover accordingly.

Your Excess

24. We will not pay the first $400 of each Claim made under this policy.

Exclusions

25. We will not indemnify you if your Claim does not relate to Domestic Building Work performed or to be performed by the Building Work Contractor named in the Certificate of Insurance under a Domestic Building Work Contract.

26. We will not indemnify you if the Builder was not required to take out this Policy in respect of the Work, including but not limited to where the Work was:

a) Domestic Building Work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required; or

b) Minor domestic building work

27. The cover provided by this Policy does not extend to an interest in the House that is not your interest. We will not be liable under this Policy to anyone except you.

28. We will not pay you if you are the Builder.

29. We will not pay for loss or damage due to fair wear and tear of the Work or from your failure to maintain the Work.

30. We will not pay for loss or damage caused by the normal drying out of the Work if the Builder has taken all reasonable precautions in allowing for the normal drying out when carrying out the Work.

31. We will not pay for damage due to or made worse by the failure by you to take reasonable and timely action to minimise the damage.

32. We will not pay Claims for defects where the deficiency arose from instructions insisted on by you or the building owner contrary to the written advice of the Builder.

33. We will not pay Claims for loss or defects due to;

a) faulty design provided by you or a previous owner

b) an act, error or omission of someone other than the

Builder or someone contracted by them; or

c) faulty or unsuitable materials supplied by you or a previous owner.

34. We will not pay Claims for penalties, fines, liquidated damages or other damages or sums, if any of these relate to delay on the part of the Builder. This paragraph is not intended to exclude or limit any increase in rectification costs caused by the effluxion of time.

35. We will not pay Claims in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the Claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus.

36. We will not pay Claims in relation to damage to work or materials that is made outside the reasonable life time of that work or materials or the manufacturer's warranty period for the materials.

37. We will not pay Claims for money paid to the Builder that exceeds the amount or differs from the type permitted in accordance with section 30 of the Act.

38. We will not pay for your legal liability to others resulting from any event.

39. We will not pay in relation to a defect in, or repair of damage to the non residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it.

40. We will not pay Claims for loss or damage arising from, connected with or relating to personal injury, death, disease or illness of a person or for injury to or impairment of a person's mental condition other than where cover is expressly provided in respect of the death of the Builder in clause 14 and 15.

41. We will not pay Claims for consequential loss, damage or expenses including inconvenience or distress, loss of use, loss of profit of any nature whatsoever, loss of rent, loss of expected savings, loss of opportunity, loss or reduction in reputation, goodwill or value, claims management costs, attendances and overheads unless expressly insured under this Policy.

42. We will not pay Claims for loss or damage, incurred as a result of, relating to or for:

a) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war or Terrorism;

b) a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;

c) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the foregoing

d) risks insured under another policy of insurance or normally insured under a policy for public liability or contract works insurance

e) fraud or dishonest conduct of any kind by you.

f) asbestos, or any materials containing asbestos in whatever form or quantity, asbestos contamination or asbestos removal

g) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion

h) an act of God or nature

i) your failure to maintain appropriate protection against pest infestation or exposure to natural timbers

j) malfunction in any mechanical or electrical equipment or appliance, if we prove that the malfunction is not attributable to the workmanship of, or installation by the Builder

k) the action of vermin, termites, moths or other insects, unless, and to the extent that, the work involved the treatment of the termites, moths or other insects or the prevention of the action of the vermin, termites, moths or other insects

43. We will not pay Claims for loss, cost, expense or obligation of any kind directly or indirectly arising from or relating to mould, fungus, mildew or spores unless, and to the extent that, the Work involved the treatment of mould, fungus, mildew or spores or the prevention of mould, fungus, mildew or spores.

44. Where the Work was done prior to you purchasing the House, we will not pay Claims in relation to visible defects in the Work which you were aware of or ought to reasonably have been aware of at the time of purchase.

How we settle claims

45. We may (at our option) fulfil all or part of our obligations under this Policy by either:

a) engaging and paying a builder to rectify or complete the Works; or

b) paying a builder engaged by you to rectify or complete the Works; or

c) paying you the amount of the most competitive quote obtained by us or you to rectify or complete the Works

46. In calculating the amount of your loss or damage and our obligations to you under the policy, including under paragraph 45, the amount of any contract balance or retained funds held by you from the monies payable to the Builder under the Building Contract must first be applied or paid to the cost to rectify or complete the Works.

47. Where we exercise our option to engage and pay a builder to rectify or complete the Works or where we pay a builder engaged by you to rectify of complete the Works, we will not pay more

than the monetary limit of indemnity under this Policy set out in paragraph 22. Should the cost of rectifying or completing the Works exceed that amount, you agree to pay the remaining cost of rectifying or completing the Works to the builder engaged by us or you.

Claims Procedure

48. You can only make a Claim in writing on the Assetinsure Claim form, and in accordance with this Policy.

49. You must notify us in writing of any facts or circumstances which may give rise to a Claim as soon as you become aware of them to ensure that you comply with the requirements set out in paragraph 20 and 21.

50. We will not accept a Claim if it is made later than 90 days after the date on which you first became aware of the facts or circumstances giving rise to the Claim.

51. Once a Claim has been made we may request additional information and documentation from you regarding the Claim in order to assess your Claim. This may include but is not limited to; documents and information relating to the Building Contract and the Work, quotations for the rectification or completion of the Work and pre-purchase inspection reports. Such information and documentation must be provided to us within the time stipulated by us in our request for that information. If no timeframe is stipulated it must be provided to us within a reasonable time.

52. Upon making a Claim under this Policy, you must:

a) comply with all our reasonable directions in relation to the completion or rectification of the Work;

b) not undertake or cause to be undertaken, any rectification works without first notifying us, unless those works are reasonably necessary to prevent or minimise any further loss or damage;

53. provide us, or any builder nominated or approved by us, with reasonable access to the Building Site for the purpose of inspection, rectification and completion of the Work. You may refuse to provide access to any builder nominated by us if you have reasonable grounds for doing so (such as loss of confidence in the builder).

54. If we pay a Claim, we are entitled to be subrogated to your rights against any person (including the Builder or a contractor or supplier or a liquidator or administrator or the estate of the Builder) in relation to the Claim to the extent of the amount paid by us to you.

55. You must not waive, limit or exclude your rights (including rights of set-off) against a person from whom you might otherwise be able to recover in respect to the loss or damage. If you do, our liability to you is reduced to the extent we can no longer recover from that other party as a result of the waiver, limitation or exclusion by you.

56. You must provide us with reasonable assistance (including but not limited to access to information and documents) to recover damages or contribution from

any other person.

57. You must not make any admissions, offer, promise or payment in connection with any Claim.

Other Conditions

58. You must take reasonable precautions to avoid or minimise loss or damage covered by this Policy which includes:

a) Taking steps to secure the House and Building Site in the event the Builder abandons the Works or the Building Contract is terminated prior to completion of the Work.

b) Not paying any amounts to the Builder that exceeds the amounts or types of payment that should have been paid to the Builder in accordance with section 30 of the Act.

c) If the Builder dies, becomes insolvent or disappears:

i. exercising rights of set off and not paying any amounts to the liquidator or administrator or estate of the Builder unless you are legally required to;

ii. taking reasonable steps to prevent deterioration of or damage to the House and Building Site where the Works are incomplete; and

iii. taking reasonable steps to prevent access to any person for the purpose of removing goods and material from the House or Building Site in lieu of payment.

How we will communicate

59. All communications you are required to give or make under this Policy must be sent in writing to the Agent to the nominated address, email address or website from time to time which at the date of this Policy is as follows:

a) GPO Box 2586 Sydney, NSW 2001

b) Email address: cwi@credeq.com

60. All communications we or the Agent are required to give or make to you under this Policy will be sent in writing to you at the address specified in the Certificate of Insurance or as notified by you to us or the Agent in writing from time to time.

61. All communications sent by post to you, or your appointed agent will be deemed to have been received by you on the third day following the day of posting.

62. All communications sent by facsimile or email to you, or your appointed agent will be deemed to have been received by you on the date of transmission in accordance with the Electronic Communications Act 2000 (South Australia).

Jurisdiction

63. This Policy is governed by the law of South Australia. The law of South Australia includes Commonwealth legislation such as the Insurance Contracts Act