

# Supplementary Product Disclosure Statement (SPDS) AGD Dealer Pack

Preparation Date: 21 December 2021  
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Document Number: POL1003/AGD(01/2022)

## AGD Dealer Pack

This document is an SPDS that updates and amends the AGD Dealer Pack Combined Product Disclosure Statement and Policy Wording (“PDS”) [POL1001/AGD(11/2020)] dated 6 November 2020. It is issued by the insurer HDI Global Specialty SE – Australia (ABN 58 129 395 544). This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

## The PDS is amended as follows:

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### Part A – Product Disclosure Statement:

**Your Duty of Disclosure** (page 7) is deleted and replaced with:

#### **Your Duty to take Reasonable Care not to Misrepresent**

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask is clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like Us to explain it to You, please get in touch with Us and We will explain this to You.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your Policy or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that You be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

**General Insurance Code of Practice** (page 8) is deleted and replaced with:

The Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit [insurancecode.org.au](http://insurancecode.org.au).

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are on the back cover of your Policy.

**HDI Global Specialty's Internal Dispute Resolution Process** (page 9) is deleted and replaced with:

We are dedicated to providing you with a high standard of service and we want to ensure we maintain that standard at all times. If You feel that we have not offered that level of service, please contact Us and tell Us and we will do Our best to resolve the problem.

You are entitled to make a complaint about any aspect of your relationship with us including the conduct of our agents, We will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to comply with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission (ASIC) guidelines.

If you have any questions or concerns about Your insurance or the handling of a claim you should, in the first instance, refer your complaint or dispute to the AGD Complaints Manager:

**Phone:** (02) 9687 4828

**Email:** [enquiries@agdua.com.au](mailto:enquiries@agdua.com.au)

**Mail:** PO Box 569, Parramatta, NSW, 2150

If AGD has been unable to resolve to Your satisfaction, Your complaint will be escalated to the Insurer's Internal Dispute Resolution Committee at:

Internal Dispute Resolution Committee

HDI Global Specialty SE – Australia

Tower 1 Level 33, 100 Barangaroo Avenue

Sydney, NSW, 2000

E-mail: [HGABdisputes@hdi-specialty.com](mailto:HGABdisputes@hdi-specialty.com)

Your complaint will be investigated by an officer with full authority to deal with the complaint.

If We do not make a decision within 30 days of receiving your complaint or You are not happy with Our response, You can refer a complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent external dispute resolution service for consumers who have general insurance disputes falling within its rules.

You can contact AFCA at:

**Phone:** 1800 931 678

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Mail:** Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

If You require further information, You can access Our complaints and Dispute Resolution Process at the website of HDI Global Specialty SE at [www.hdi-specialty.com/int/end/legals/making-a-complaint](http://www.hdi-specialty.com/int/end/legals/making-a-complaint).

## The Policy Wording is amended as follows:

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### Section Three – Industrial Special Risks: Crime & Contingencies

#### Specific Exclusions

#### Theft – Section 1 (i) (page 45) is **deleted and replaced with:**

- i. Vehicles stolen resulting from or involving the use of the Vehicle's own key. Provided that this exclusion will not apply where:
  - i. The Vehicle's key is locked within an **Approved Key Cabinet**. An Approved Key Cabinet means a cabinet designed to hold keys or other valuables that:
    - is securely affixed to the Building in accordance with the manufacturer's instructions; and
    - has at least four of the following characteristics:
      - self-latching on closing;
      - a door ajar alarm;
      - both a daytime general staff lock as well as a manager's key lock to provide additional protection overnight;
      - a minimum of three (3) points of locking;
      - no external access to hinges; or
      - a minimum aggregate steel wall thickness of 3 mm.

And is obtained by violent and forcible means; or

  - ii the Vehicle's key is obtained by violence or force, or threat of violence or force, to You, a Bailee, Your employee or customer.

Other than as set out above, all other policy terms, conditions, limits and exclusions remain unchanged.

**End of Supplementary Product Disclosure Statement.**