

# Combined Product Disclosure Statement & Financial Services Guide

SINGLE PROJECT

MECON Insurance Pty Ltd

Australian Financial Services Licence: 253106

Australian Company Number: 059 310 904

Prepared: 01 December 2023

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# **Product Disclosure Statement**



Version: PDS1223

This Product Disclosure Statement (PDS) contains important information required under the *Corporations Act 2001* (Cth). This PDS includes the Single Project policy wording ('the policy').

#### Target Market Determinations (TMDs)

The Insurer (referenced under the paragraph headed "Who is the Insurer"?) is required to have Target Market Determinations for its Retail Client insurance products in accordance with the *Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019* (Cth). View the TMD for this financial product **here**.

#### What is a TMD?

A TMD is a document created by the Insurer which seeks to offer customers, distributors and staff with an understanding of the class of consumers for which the product has been designed and sets out:

- who is in the target market and who the product is not designed for;
- any distribution conditions and restrictions for the product;
- review periods and events that may trigger a review of the TMD; and
- reporting obligations for AIG's distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions neither is it intended to provide financial advice. You must refer to this PDS and any supplementary disclosure documents for the terms and conditions of the product when making a decision to acquire the product. TMD's for all AIG retail products are available on AIG's website.

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieve this by taking a consumer-centric approach when designing and distributing our products.

# Introduction

#### The purpose of this PDS

This PDS has been prepared to assist consumers ('you') in understanding the policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the policy including its benefits, risks and information about how the insurance premium is calculated. You must read the policy for a full description of the terms, conditions and limitations of the policy. This document applies to any renewals unless we tell you otherwise.

From time to time and where permitted by law, we may change parts of the PDS or the policy. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to you from the view of reasonable person deciding whether to buy this insurance, may be found on the MECON's website at www.mecon.com.au. You can obtain a paper copy of any updated information without charge by calling MECON Insurance Pty Ltd on (02) 9252 1040.

This Combined Product Disclosure Statement and Financial Services Guide applies if you are a consumer who acquires this product as a Retail Client\*, namely when you are an individual or a small business (a business which employs up to 100 people, if a manufacturing business, or otherwise up to 20 people) or a home owner-builder constructing, renovating or extending your home building and not in the course of your construction business. A home building is one that is used, or intended to be used, principally and primarily as a place of residence; including out-buildings, fixtures and structural improvements used for domestic purposes.

# Who is the Insurer?

This insurance is issued/insured by: AIG Australia Limited (ABN 93 004 727 753; AFSL 381686) (AIG/Insurer) Level 19, 2 Park Street, Sydney NSW 2000

AIG issues/insures this product pursuant to an Australian Financial Services Licence (AFSL) granted by the Australian Securities and Investments Commission.

## The Financial Claims Scheme

In the event of the insolvency of AIG, you may be entitled to payment under the Financial Claims Scheme. Access is subject to eligibility criteria. Information about the scheme can

be obtained from the Australian Prudential Regulation Authority's website at www.apra.gov.au and its hotline on 1300 558 849.

#### Who is MECON?

MECON Insurance Pty Ltd (ABN 29 059 310 904; AFSL 253106) will arrange for the issue of the insurance. In this PDS, MECON Insurance Pty Ltd is referred to as 'MECON' and is also called 'we', 'us' and 'our'. MECON is not your agent.

You may contact MECON by:

T: (02) 9252 1040

E: customerservice@mecon.com.au

M: PO Box R1789

Royal Exchange NSW 1225

# Association with Steadfast

MECON is a subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

SGL may receive a professional services fee (PSF) from insurers, premium funders and underwriting agencies such as MECON (Partner) for access to regulatory and compliance support; marketing and communications; data insights; and access to technology platforms. The PSF is an agreed amount between SGL and the relevant Partner, usually annually. The PSF is not determined by the volume of the business that the Steadfast Network brokers place, nor is the amount of the PSF known to the Steadfast Network brokers, so it is not able to influence recommendations to their clients. MECON may have access to shared services from SGL, including compliance tools; procedures; manuals and training; legal; Human Resources; banking; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them. SGL's FSG is available at www.steadfast.com.au or upon request by telephoning SGL's Company Secretary on (02) 9495 6500.

# Who is responsible for this document?

AIG is responsible for the PDS. MECON is responsible for the Financial Services Guide and the policy. When issuing an insurance policy or dealing with or settling any claims, MECON will act as agent for AIG and does not act as your agent.

#### General Insurance Code of Practice

AIG is signatory to the General Insurance Code of Practice ('the Code'). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with consumers. AIG is committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by the Code. The Code's objectives will be followed having regard to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the Code. Their purpose is to drive better Code compliance and helping the insurance industry to improve its service to consumers. For more information on the Code, please visit www.codeofpractice.com.au. For more information on the Code Governance Committee please visit www.insurancecode.org.au.

#### Cooling-off period

Under the law if you are a Retail Client\* we will refund all premium paid for cover under the policy if you request cancellation of the policy within fourteen (14) days of its commencement (less any claims paid or taxes or duties payable that we are unable to have refunded). To do this, you must advise us in writing and return the policy schedule to us. You will not receive a refund if you have made a claim under the policy.

\*Under the Corporations Act 2001 (Cth) a Retail Client is:

- (a) an individual: or
- (b) a manufacturing business employing less than 100 people; or
- (c) any other business employing less than 20 people, and

who purchases, in this instance, a home building policy.

### How to apply for insurance

Complete the Single Project Proposal form provided by your insurance broker. If we accept your proposal for insurance, you will receive a policy schedule that sets out details of the insurance you have taken out.

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If you are an owner-builder, or a Retail Client and you need to check the sum insured for a single residential dwelling, you may wish to use the calculator which you will find in this link to a sum insured calculator to assist you in arriving at an appropriate value.

Sometimes your circumstances might mean you need additional help in dealing with us. This could be because of physical or mental health, family or financial situation or cultural background. If you are comfortable to do so, you can tell us about your situation, and we will work with you to discuss available support.

#### How to make a claim

Please contact us when something happens that you believe you can claim for. Details about making a claim are shown in the policy under General Conditions.

#### Confirmation of Transaction for Claims

Under the law if you are a Retail Client\* you are entitled to confirmation information ('the Confirmation') when AIG accepts or settles a claim made by you under this insurance coverage ('the Transaction').

MECON has established a facility, on behalf of AIG, under which you can send an email to us at <a href="mailto:claims@mecon.com.au">claims@mecon.com.au</a> requesting the Confirmation. We will provide the Confirmation to you as soon as reasonably practicable.

We will assume that you agree to the use of the facility to obtain the Confirmation, unless you advise us at the above email address you do not agree to the use of the facility and that you wish to obtain the Confirmation in another way.

\*Under the Corporations Act 2001 (Cth) a Retail Client is:

- (a) an individual; or
- (b) a manufacturing business employing less than 100 people; or
- (c) any other business employing less than 20 people, and

who purchases, in this instance, a home building policy.

# What to do if you have a complaint

MECON and AIG are committed to meeting and exceeding our clients' expectations and would like to know if these have not been met. You are entitled to make a complaint about any aspect of your relationship with MECON or AIG. The complaints process also applies to complaints regarding a declined claim, the value of a claim or financial hardship.

#### What is a complaint?

A complaint is an expression of dissatisfaction made to or about us, related to our products, services, staff, or the handling of a complaint, where a response or resolution is explicitly or implicitly expected, or legally required.

#### Internal Dispute Resolution Process (IDR)

#### What to do if you have a complaint

Regardless of whether the complaint is about MECON or AIG, complaints may be made to MECON by:

E: complaints@mecon.com.au

T: (02) 9252 1040 M: MECON Insurance Pty Ltd

PO Box R1789

Royal Exchange NSW 1225

To allow MECON and AIG to consider your complaint, please provide the following (where available):

- Name, address, email and telephone number of the policyholder;
- Policy number, claim number and product type;
- Name and address of the insurance intermediary through whom the Policy was obtained:
- Reasons why you are dissatisfied and an explanation of the situation that led to the complaint:
- Applications for Vulnerability Support and/or Financial Hardship, if applicable; and
- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately.

#### How MECON and AIG will handle your complaint

MECON aims to acknowledge receipt of your complaint within one (1) business day. MECON will advise you of the name and contact details of the person assigned to review the complaint, and who will provide updates to you every ten (10) business days.

Provided we have all the required information and have completed any necessary investigations, you will be provided with a final decision within thirty (30) calendar days of the date on which you first made your complaint to MECON.

Depending on the outcome of MECON's review and decision, we may refer your complaint to AIG, who will determine whether it will be reviewed further by its Internal Dispute Resolution Committee (IDRC). You will be notified of the outcome of any review, within 30 calendar days of MECON first being notified of the complaint.

If we cannot provide you with a final decision within this time, you will be provided you with an Internal Dispute Resolution Delay Notification, outlining the reasons for the delay and your right to complain to the Australian Financial Complaints Authority, if you are dissatisfied.

#### External Dispute Resolution Process (EDR)

#### Australian Financial Complaints Authority (AFCA)

If MECON's or AIG's IDRC process does not resolve your complaint to your satisfaction, or within 30 calendar days of the date MECON first received your complaint, you may be able to seek a review using the EDR scheme which is administered by AFCA.

AFCA is an independent national scheme for consumers, free of charge and aimed at resolving disputes between the insured and MECON or AIG. AFCA can advise you if your complaint or dispute falls within its Rules.

Determinations made by AFCA are binding on MECON and AIG, where relevant. If you would like to refer your dispute to AFCA, you must do so within two (2) years of the final decision from IDR. AFCA may still consider a dispute lodged after this time if AFCA considers that exceptional circumstances apply. If AFCA advise you that their Rules do not cover your complaint or dispute, you can seek independent legal advice or access any other EDR options that may be available to you.

#### AFCA's contact details

Australian Financial Complaints Authority

E: <u>info@afca.org.au</u>
T: 1800 931 678 (free call)

M: GPO Box 3

Melbourne VIC 3001 W: <u>www.afca.org.au</u>

#### Costs

The premium payable by you will be shown on your policy schedule. The key factors that influence the premium calculation are reflected in the questions asked and information sought at the time of your enquiry or application for this insurance. These include factors relating to the type and value of insured item(s); extensions of cover you select; the duration of the cover; the place where your property is located; geographical conditions; and your previous insurance and claims history.

Premiums are subject to Commonwealth and State taxes and/or charges. These include GST and stamp duty. The amount of these taxes and / or charges will be shown on your policy schedule.

With each type of cover, a range of additional benefits may be included. The additional benefits available are shown in the policy under Endorsements. You will need to read the policy, the policy schedule and any endorsement.

# **Product Disclosure Statement**



#### **Exclusions and Conditions**

The policy is designed to provide protection for you in the event of something happening which is insured by it. Under some circumstances, the policy will not provide any insurance cover to you. For example, it does not provide cover for loss, damage or liability arising out of war. The policy states when cover is not provided under:

- ▼ Section One Exclusions;
- ▼ Section Two Exclusions; and
- ▼ General Exclusions.

There are things that you must do in order for your insurance cover to apply. For example, you must take all reasonable precautions to prevent damage and prevent incurring legal liability. In the policy wording we state what you need to do under General Conditions.

# Significant risks

#### Deductible (or excess)

If you make a claim under the policy, you may be required to pay one or more deductible. The descriptions of these deductibles and the circumstances in which they are applied are shown in the policy schedule and in the policy wording under General Conditions and in Endorsements.

Deductibles may be influenced by factors relating to the type of project insured; its location, value and construction method. Physical risks associated with geographical location or geological conditions and your previous claims history.

At the time of your enquiry or application for insurance, you will be advised of the amount of all deductibles applicable to your insurance policy.

# Significant features and benefits

Section	Property / Liability Insured	Significant Features and Benefits of Cover Provided
Section One Material Damage	The project, including the work performed and all the property incorporated or to be incorporated in the project.	▼ Cover for physical loss or damage to the project (You must nominate the sum insured).
		▼ Cover for added value to the project due to variations and / or escalations to project value.
		▼ Cover for demolishing damaged parts of the project and Removal of Debris.
		▼ Cover for Professional Fees incurred when reinstating parts of the damaged project.
		Cover for express delivery, overtime, wages and air freight for the extra costs of expediting repair or replacement.
		▼ Cover for mitigating the size of a loss by taking emergency action.
		▼ Cover for searching for and repairing leaks in damaged pipelines.
		Refer to Section One of the policy wording for full details of the cover provided.
Section Two Public Liability	Public Liability.	Indemnifies you against
		▼ Public Liability.
		▼ Vibration, Weakening and the Removal of Support.
		▼ Property in Care Custody and Control.
		Refer to Section Two of the policy wording for full details of the cover provided.

# Financial Services Guide



Version: FSG1223

Prepared Date: 01 December 2023

# The purpose of this guide

This Financial Services Guide ('FSG') is provided by MECON Insurance Pty Ltd ('MECON') to assist you in deciding whether to use any of our services and contains important information about:

- ▼ the services we can offer you;
- ▼ how we are remunerated.

## The Financial Services that we provide

- ▼ General financial product advice and dealing in general insurance products; and
- Claims handling and settling services, for Retail and wholesale clients.

We issue, vary and cancel products and assess claims relating to them, under a binding authority provided by the insurer, AIG Australia Limited ('AIG') (ABN 93 004 727 753; AFSL 381686). This means that we act on behalf of AIG and not you when doing these things.

Any financial product advice we give or publish is provided under our own Australian Financial Service Licence. It is general in nature and has been prepared without taking into account your objectives, financial situation or needs. You must always consider its appropriateness for you in light of these things.

# Who we act for

We operate as an underwriting agency and as such we act on of behalf of the insurance company which insures you through the policy (or cover) we issue you. In most cases, we have authority to issue an insurance policy under a binder (or contract) arrangement with the insurance company.

#### Association with Steadfast

MECON is a subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

SGL may receive a professional services fee (PSF) from insurers, premium funders and underwriting agencies such as MECON (Partner) for access to regulatory and compliance support; marketing and communications; data insights; and access to technology platforms. The PSF is an agreed amount between SGL and the relevant Partner, usually annually. The PSF is not determined by the volume of the business that the Steadfast Network brokers place, nor is the amount of the PSF known to the Steadfast Network brokers, so it is not able to influence recommendations to their clients. MECON may have access to shared services from SGL, including compliance tools; procedures; manuals and training; legal; Human Resources; banking; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them. SGL's FSG is available at www.steadfast.com.au or upon request by telephoning SGL's Company Secretary on (02) 9495 6500.

#### Our services

We offer a range of products to assist you and your insurance broker to protect your assets and guard against unexpected events.

# How to contact us

If you wish to contact us directly, rather than via your insurance broker, you may contact us by phone, in writing, by email or in person.

#### Our products

Although we are licenced to deal in all classes of general insurance products, we specialise in providing Contract Works insurance policies.

#### **Retail Clients**

Under the *Corporations Act 2001* (Cth) ('The Act'), Retail Clients are provided with additional protection over other clients. The Act defines Retail Clients as:

- (a) an individual; or
- (b) a manufacturing business employing less than 100 people; or
- (c) any other business employing less than 20 people, and

who purchases the following types of insurance covers:

motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations.

Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

### General Advice Warning

Normally we do not advise on financial products to Retail Clients and if we do, it is General Advice only. This General Advice is prepared without taking into account your objectives, financial situation or needs. You should consider the appropriateness of the information, taking these matters into account, before you act on any information. In particular, you should review the Product Disclosure Statement (PDS) issued by AIG for the product that the information relates to it before acquiring the product.

Although it is not our practice to advise you directly on financial products, if we recommend a financial product or we think you are a Retail Client, we will give you a PDS at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

If you are a Retail Client dealing through an insurance broker, any advice provided by the insurance broker is solely their responsibility and is not provided by MECON.

## What we expect from you

In the unlikely event that we provide you with General Advice, to enable us to provide it, we need you to provide us with complete information about the risk(s) passed to your circumstances and that you may want to be insured against. You must also tell us about any relevant mid-term changes in your circumstances affecting your risk as they occur so that we can review your insurance needs accordingly.

You must agree to pay our invoices on time and complete all proposal forms honestly, accurately and return them to us in a timely manner.

# **Privacy Notice**

This notice sets out how MECON and AIG collect, use and disclose personal information about:

- ▼ you, if an individual; and
- ▼ other individuals you provide information about.

In this section dealing with privacy, 'we', 'our' and 'us' refer to both MECON and AIG as applicable.

Our Privacy Policies are available at:

- ▼ for MECON, at www.mecon.com.au or by contacting us at customerservice@mecon.com.au or on 02 9252 1040; and
- ▼ for AIG, at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

#### How we collect your personal information

We usually collect personal information from you or your agents. We may also collect personal information from:

- our agents and service providers;
- ▼ other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- ▼ third parties who may be arranging insurance cover for a group that you are a part of;
- lacktriangledown providers of marketing lists and industry databases; and
- ▼ publicly available sources.

#### Why we collect your personal information

We collect information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the *Insurance Contracts Act 1984* (Cth) to disclose certain information. Failure to disclose information required may result in us declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

# Financial Services Guide



#### To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- you or our agents, related bodies corporate, reinsurers, contractors or third-party providers providing services related to the administration of your policy;
- ▼ banks and financial institutions for policy payments;
- you or our agents, assessors, third party administrators, emergency providers, medical providers, in the event of a claim;
- ▼ third-party providers for data analytics functions;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law; and
- ▼ in the case of MECON and AIG, to each other.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Canada, Bermuda, Ireland, Belgium, Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

#### Access to your personal information

Our Privacy Policies contain information about how you may access and seek correction of personal information we hold about you. You may request access to your personal information by contacting MECON or AlG. In some circumstances permitted under the *Privacy Act 1988* (Cth), we may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would

#### Privacy complaints

Our Privacy Policies also contain information about how you may complain about a breach of the applicable Australian Privacy Principles (APPs) and how we will deal with such a complaint.

#### Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

#### More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the APPs and how such a complaint will be handled, please refer to our Privacy Policy available at our website or by contacting us (our contact details are below).

# Contacting us and opting out

If you wish to withdraw your consent for receiving information on products and offers by us or persons that we have an association with or obtaining additional information about our Privacy Policy, please contact us:

E: <u>customerservice@mecon.com.au</u>

T: (02) 9252 1040

M: MECON Insurance Pty Ltd

PO Box R1789

Royal Exchange NSW 1225

### **Duty of Disclosure**

If you enter into a contract for this insurance product and such insurance is not for a home project where you are an individual who has been issued an owner-builder licence for the purpose of such project, the following Notice applies:

before you enter into an insurance contract, you have a duty to tell us anything that you know or could reasonably be expected to know, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You also have the same duty before you renew, extend, vary or reinstate an insurance contract with us.

You do not need to tell us anything that:

- ▼ reduces the risk we insure you for; or
- ▼ is common knowledge; or
- lacktriangle we know or should know as an Insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

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

# Duty to take reasonable care not to make a misrepresentation

If you enter into a contract for this insurance product and such insurance is for a home project where you are an individual who has been issued an owner-builder licence for the purpose of such project, you have a duty to take reasonable care not to make a misrepresentation in accordance with the following:

You have a duty to take reasonable care not to make a misrepresentation to us before the contract of insurance is first entered into. You also have the same duty when you renew, extend, vary or reinstate the contract with us.

This means that you must take reasonable care to answer accurately and completely all of the questions that we ask you. If you are unsure about the requirements of any of our questions, please tell us. If you need to check your records or other information before answering, please make sure you do so. In answering our questions, you should also ensure you provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as we make our decisions whether to insure you and if so, on what terms based on the information you provide us.

If you fail to take reasonable care and make a misrepresentation to us, we may be entitled to:

- ▼ cancel your contract;
- ▼ deny a claim or reduce the amount we will pay you if you claim; or
- if the misrepresentation was made fraudulently, treat the policy as if it never existed.

## Cooling off provisions

Under the law if you are a Retail Client, we will refund all premium paid for cover under the policy if you request cancellation of the policy within fourteen (14) days of its commencement (less any claims paid or taxes or duties payable that we are unable to have refunded). To do this, you must advise us in writing and return the policy schedule to us. You will not receive a refund if you have made a claim under the policy.

#### Compensation

We hold a Professional Indemnity policy. This policy is designed to pay claims made by third parties arising out of our professional negligence. The policy extends to cover us for work done for us by representatives / employees after they cease to work for us and satisfies the requirements for compensation arrangements under section 912B of the *Corporations Act 2001* (Cth).

#### Our sources of income

When binding your insurance, we usually receive a commission, paid out of your premium, from AIG. The amount can vary between 0% and 17% of the base premium you pay. We retain the commission from the premium paid to us and remit the balance to AIG. We also receive commission for each extension of cover requiring an additional premium. We usually charge you a policy administration fee which will appear separately on your invoice. Where a policy is cancelled before the period of insurance has ended, we will usually retain the administration fee, but return the commission on any premium refund.

We retain the interest on premiums paid by you that are held in our trust account before paying AIG. If you pay by credit card, we may charge you a credit card fee (including arrangement and handling), which is disclosed and shown separately on our invoices; the fee is non-refundable. This fee covers the cost of bank charges associated with using card facilities.

#### How our staff are paid

Our staff do not receive any benefit directly from the sale of a product to you. They may receive bonuses payable based on the overall performance of our business.