

EVENT TICKET INSURANCE

PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS and Policy Wording was prepared on 1 June 2016.

Issued by National Underwriting Agencies Pty. Ltd. (NUA) ABN 60 089 657 849, AFS Licence 246229,
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General Advice Warning

The information in this document is of a factual nature only. To the extent that factual information might unintentionally amount to general financial product advice, Your financial position, objectives or any other details or factors specific to Your personal situation have not been taken into account when preparing this document. You should read this document carefully to ensure that this product meets Your needs and requirements.

Important Information about this Document

The PDS contains important information and has been designed to help You understand what You need to know about Event Ticket Insurance so that You can make an informed decision whether or not to purchase this product. It is important that before You purchase this insurance You read and understand the PDS. Please ensure that You keep this PDS, policy documents and Your Original Purchase Invoice in a safe place for future reference.

Who is the Insurer for the Product?

Virginia Surety Company, Inc. (VSC) ARBN 080 339 957 AFS Licence No. 245579 of PO Box 246, Balwyn VIC 3103 Telephone: 1300 654 665 Email: vscau@thewarrantygroup.com is the Insurer. The Warranty Group Australasia Pty Ltd (TWG) ABN 37 005 004 446 of PO Box 246, Balwyn VIC 3103 Telephone: 1300 654 665 Email: vscau@thewarrantygroup.com performs administrative functions for VSC. National Underwriting Agencies Pty. Ltd. is a wholly owned subsidiary of TWG.

Relationship with the Insurer — Who do NUA Act for?

National Underwriting Agencies Pty. Ltd. has authority from the Insurer to arrange the policy and deal with and settle any claims on their behalf (the Insurer). NUA acts for the Insurer and not on Your behalf.

Cooling Off Period

If You have purchased this insurance but then decide within 14 days of such purchase that You want to cancel it, You can do so by providing Your request in writing to National Underwriting Agencies Pty Ltd, PO Box 246, Balwyn VIC 3103 or by emailing admin@nua.com.au. Provided Your Scheduled Event has not taken place NUA will refund the premium in full. If You make a claim for something that happened during this period then NUA will not provide any refund.

After the Cooling Off Period You can still cancel Your policy but Your premium will not be refunded to You.

Eligibility - Who Can Purchase Event Ticket Insurance

Event Ticket Insurance is available to customers who have purchased an Event Ticket to a Scheduled Event in Australia.

Dispute Resolution

Any enquiry or complaint relating to this insurance should be referred to the Administrator in the first instance by calling them on 1300 133 959 or writing to them at:

National Underwriting Agencies Pty Ltd,
P.O. Box 246, Balwyn VIC 3103

If Your complaint is not resolved to Your satisfaction You may refer Your concern to the Internal Dispute Resolution Panel. You can contact the Insurer's Internal Dispute Resolution Panel (The Panel) by:

Emailing VSC at customerfeedback@thewarrantygroup.com ; or
Calling VSC on 1300 654 611.

The Panel will respond to Your complaint in writing provided they have all the necessary information. If You are not satisfied with the outcome and the matter is not related to use of Your personal information, You may refer the matter to the Financial Ombudsman Service (FOS). The FOS may be contacted:

By telephone on : 1300 780 808 (local call fees apply);
By writing to : GPO Box 3, Melbourne Victoria 3001;
By emailing them at : info@fos.org.au; or
By contacting them on the web at : <http://www.fos.org.au>.

The FOS is an independent service which will investigate Your complaint and provide a ruling at no cost to You. If Your dispute is in relation to use of Your personal information and the Insurer's internal dispute resolution service is not able to resolve the matter, You can contact the Privacy Commissioner on 1300 363 992 or at enquire@oaic.gov.au.

Privacy

NUA is bound by the Australian Privacy Act 1988. In order for VSC to provide You with Insurance NUA needs to collect certain personal information about You. NUA collects personal information from You and NUA's business partners and service providers in connection with the Insurance. Collection of Your personal information from NUA's business partners and service providers usually occurs at the point of sale of the Insurance. If You do not provide NUA with this information Your application may not be processed or, NUA may not be able to administer claims or handle inquiries in connection with the Insurance. The purposes for which NUA collects Your personal information are for VSC to provide the Insurance, NUA to handle inquiries about the Insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information NUA collects may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which NUA collects, as well as companies within The Warranty Group including their companies in the UK, USA, Japan and New Zealand. In accordance with NUA's Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about NUA's management of Your personal information, which is also detailed in NUA's Privacy Policy. If You would like a copy of NUA's Privacy Policy, would like access to the information NUA has about You or wish to make a complaint, please contact NUA's Privacy Officer on 1300 654 611 or visit <http://www.nua.com.au/nua/index.php/Main/privacy/01110/> . By applying for the Policy, You consent to NUA managing Your personal information in accordance with NUA's Privacy Policy.

Your Duty Of Disclosure

Before You enter into a contract of general insurance with VSC, You have a duty to disclose to VSC every matter that You know or could reasonably expect to know that is relevant to VSC's decision whether to accept the risk of this insurance and, if so, on what terms. You have the same duty to disclose those matters to VSC before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however, does not require You to disclose any matter, that diminishes the risk to be underwritten by VSC:

that VSC knows of or in the ordinary course of its business ought to know:
that is of common knowledge:
that VSC indicates that it does not want to know.

Non - Disclosure

If You fail to comply with Your duty of disclosure, VSC may be entitled to reduce its liability under the contract in respect of a claim or cancel the insurance. If Your non disclosure was fraudulent VSC may also have the option of avoiding the contract from the beginning.

Significant Features and Benefits — What VSC Protects You Against — Cover Provided

The purpose of this product is to cover You for the reimbursement cost of the original purchase price of Your unused Event Ticket, including booking and service fees, should You be unable to attend due to one of the following reasons, subject to the terms and conditions of this policy:

- Medical Emergency occurring to You, Your Immediate Family or Companion;
- Illness, Injury or death occurring to You, Your Immediate Family or Companion;
- Traffic Collision on Your way to the Event that causes either (a) an Injury to You or a member of Your Immediate Family or Companion or (b) damage to the vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle;
- Mechanical Breakdown of the public transport taking You or Your Companion to the Event;
- Mechanical Breakdown en route of the private or hire vehicle taking You or your Companion to the Event;
- Jury Duty;
- Airline Delays on Your way to the Event; or
- Redundancy or relocation of You or Your Companion's Employment including any military duty

The maximum amount payable per Event Ticket is \$3000.00 (three thousand dollars only inclusive of GST).

You should read the PDS to familiarise Yourself with the exact terms and conditions that apply before applying for the cover.

The amount of premium payable by You will be calculated and provided to You before You acquire the cover.

Your premium will not be refunded to You after the 14 Day Cooling Off Period. If You make a claim for something that happened during this Cooling Off Period then VSC will not provide any refund. If you do not cancel this insurance within the 14 Day Cooling Off Period, You can still cancel Your policy after this period but Your premium will not be refunded to You.

You need to decide whether You have a need for this product.

Policy Exclusions - What VSC Does Not Cover

VSC's liability under this policy is excluded in certain circumstances. You should refer to the policy exclusions section (what VSC does not cover) on page 6 of this PDS.

Significant Risks

- Wrong selection of insurance product: You may choose an insurance product or product option that does not meet Your needs. You should read this PDS and policy document carefully to prevent this. It may also be advisable to consult an adviser for assistance.
- Claims limits: Claims paid under this policy are subject to limits. The maximum amounts VSC will pay for the cover You have chosen is set out in the policy wording. You need to ensure that the claim limit is suitable for You.

Period of Insurance

Your insurance shall commence at the time You purchase Your policy, when a Schedule of Cover will be issued to You, with Your policy ending at the completion of Your Scheduled Event. This is a single event policy and as such this insurance policy is not renewable.

Choosing the Type of Cover

There is only one type of cover available for this product. Please ensure that You have read and understood the PDS prior to purchasing this product.

The amount of premium payable by You will be calculated and provided to You before You acquire the cover.

Limit of What VSC Will Pay

Insurer's maximum Limit of Liability for any one Event Ticket claim is \$3000.00 (three thousand dollars only inclusive of GST). This limit is inclusive of reimbursement for any booking or service fees.

Applying For Cover

When You apply for the policy by completing Our application, please carefully read the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) prior to completing the application. NUA will confirm Your cover and forward a Schedule of Cover to You, which entitles You to claim under the policy for the Event Ticket or Tickets as stated on the Schedule of Cover.

If You require any further information about the policy or require confirmation of a transaction please contact the Administrator on 1300 133 959.

How to Make a Claim

In the event of any incident, which may give rise to a claim, call the Administrator on 1300 133 959 who will inform You of the process and forward a claim form to You. Complete the claim form FULLY and return it to the Administrator with all supporting documentation as requested by the Administrator. The Administrator will assess Your claim, and providing Your claim is valid, will authorise reimbursement.

You must apply for any available refund. You will be asked to provide at Your own expense the following:

- the original unused Event Tickets and Package vouchers for all parts of the Package.
- a doctor's certificate or report for Illness or Injury claims.
- an official notice from the transport service provider in the event of delay, cancellation, Mechanical Breakdown or accident of public transport.
- for the Mechanical Breakdown of a vehicle, a vehicle recovery service (AA, RAC or equivalent) report, copy of garage repair bill or parts receipt or in the case of a motor claim, confirmation from the vehicle motor insurers, vehicle repairers or police.
- any reasonable additional evidence that is asked for.

Cancellation

Cancellation by You:

You may cancel this policy at any time by giving NUA written notice. If You cancel Your policy after the expiry of the Cooling Off Period NUA will not refund any of the premium to You. This clause applies even if the Event is cancelled, postponed, curtailed, abandoned or relocated by the Promoter, artist or Venue.

Cancellation by VSC:

VSC may cancel this policy if You:

- Made a misrepresentation to VSC before entering into this policy.
- Fail to comply with the duty of disclosure or the duty of utmost good faith.
- Fail to comply with a provision or condition of the policy.
- Make a fraudulent claim under this or any other insurance policy.

If VSC cancel Your policy, they will give written notice to You personally or by email to Your last known address. You will be entitled to a refund for the remaining period of cover.

What is the Cost

Your premium is calculated taking into account the many and varied risk factors. Your total premium will include all government charges and GST. The amount of premium payable by You will be calculated and provided to You before You acquire the cover.

Taxation Information

Premiums are subject to Goods and Services Tax (GST) and stamp duty imposed by Commonwealth and State Governments. GST will also affect any claim You make under the policy. Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your policy for business purposes. This taxation information is a general statement only. You should seek professional taxation advice for information about Your personal circumstances.

POLICY WORDING

Any headings or sub-headings are for guidance only and have no effect on the meaning of the text of this insurance, nor do they claim to be an exact or full description of such meaning.

1. THE INSURANCE

Provided You have paid the premium, VSC agrees to indemnify You for the reimbursement of the purchase price of Your unused Event Ticket should You be unable to attend the Event due to one of the following reasons, subject to the terms and conditions of this policy.

- Medical Emergency occurring to You, Your Immediate Family or Companion;
- Illness, Injury or death occurring to You, Your Immediate Family or Companion;
- Traffic Collision on Your way to the Event that causes either (a) an Injury to You or a member of Your

Immediate Family or Companion or (b) damage to the vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle;

- Mechanical Breakdown of the public transport taking You or Your Companion to the Event;
- Mechanical Breakdown en route of the private vehicle taking You or Your Companion to the Event;
- Jury Duty;
- Airline Delays on Your or Your Companion's way to the Event; or
- Redundancy or relocation of Your or Your Companion's Employment including any military duty.

The maximum amount payable per Event Ticket or Package is \$3000.00 (three thousand dollars only inclusive of GST). This limit is inclusive of reimbursement for any booking or service fees.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this insurance.

Administrator

Means... National Underwriting Agencies Pty. Ltd ABN 60 089 657 849, who has been appointed as the Administrator for all business declared under the contract.

Airline Delays

Means ... delays to, or the cancellation of, Your flight that render You or Your Companion unable to attend Your Event.

Companion

Means... the individual person who is an Event Ticket holder and is attending the Event with You.

Epidemic

Means ... a fast-spreading contagious or infectious disease or illness in an area as documented by a recognized public health authority.

Event

Means ... the legally organised, planned and ticketed event that You have purchased a ticket or Package for, sold by the Promoter or its approved ticketing agency for the ticketed event.

Event Ticket

Means ... written evidence permitting admission to a Scheduled Event including the numbered / bar coded ticket or document which You have purchased to attend the Scheduled Event which clearly indicates the name of the Scheduled Event, the date on which the Scheduled Event is to take place and the Scheduled Event Venue. Event Ticket does not include a ticket for transportation on a vehicle of any kind to or at a Scheduled Event or parking at a Scheduled Event.

Illness or Injury

Means... unforeseen medical treatment by a Medical Adviser for an illness or injury as required by the Insured, their Immediate Family or Companion. You, a member of Your Immediate Family or Companion who was to attend the Event must be examined by the Medical Adviser within 72 hours of the illness or injury and the Medical Adviser must advise You, the member of Your Immediate Family or Companion not to attend the Event, or advise that you were not medically fit to attend the Event.

Immediate Family

Means ... Any of the following who are resident in Australia: Your wife, husband, son, daughter, parent, parent in law, grandparent, grandchild, sister, brother, partner in a legally recognised de facto relationship.

Insured/You/Your

The Event Ticket purchaser or holder.

Insurer

Means... Virginia Surety Company, Inc. (VSC) ARBN 080 339 957 AFS Licence No. 245579 of PO Box 246, Balwyn VIC 3103.

Limit of Liability

Means... The Insurers' maximum limit of liability for any one claim shall be up to the purchase price of Your Event Ticket (inclusive of GST) with a maximum limit of liability of \$3000.00 (three thousand dollars only inclusive of GST). This limit is inclusive of reimbursement for any booking or service fees.

Mechanical Breakdown

Means ... The actual breaking or malfunction of any part of a motor vehicle or public transport that occurs on the way to Your Event that renders You or Your Companion unable to attend.

Medical Adviser

Means ... a qualified Doctor of Medicine or Dentist registered in Australia.

Medical Emergency

Means... a serious Injury or unforeseen serious Illness that is considered life threatening or requiring hospitalisation. You, a member of Your Immediate Family or Companion who was to attend the Event must be examined by a Medical Adviser within 72 hours of the Injury or Illness and the Medical Adviser must advise You, the member of Your Immediate Family or Companion not to attend the Event, or advise that You were not medically fit to attend the Event.

Original Purchase Invoice

Means... the tax invoice provided at the time You purchase Your Event Ticket.

Package(s)

Means... hotel, restaurant, car park and theatre packages sold through a recognised and reputable ticket agent or box office for the ticketed Event.

Pandemic

Means... an Epidemic that is expected to affect an unusually large number of people or involves an extensive geographic area.

Traffic Collision

Means... physical damage to the vehicle transporting You to the Scheduled Event which delays or ends the Insured travel and causes the Insured to miss the Scheduled Event.

Promoter

Means ... the persons, group of persons, company or responsible entity who are responsible for conducting the Event.

Scheduled Event

Means ... the Event as described and evidenced on Your Event Ticket.

Territorial Limits

Means... Australia

Venue

Means... the name and location of the facility where the Scheduled Event is to take place.

3. EXCLUSIONS

No coverage is provided for any loss arising directly or indirectly out of or as the result of the following:

1. Intentionally self-inflicted harm by You.
2. For tickets or Packages where You can obtain a refund or part refund under the ticket distributor or seller's ticket terms and conditions or refund policy – provided that where a part refund only is available this exclusion 2 only applies in respect of the part for which a refund is available under the ticket distributor or seller's ticket terms and conditions or refund policy.
3. For any unused part or parts of the Package, where You cannot return all tickets or vouchers forming part of the Package.
4. If You decide not to attend the Event other than for a reason covered by Event Ticket Insurance.
5. For any amounts that You can recover from any other insurance, or guarantee, warranty or indemnity or any other source.
6. For travelling or associated expenses (unless travel costs are included as part of the total ticket or Package cost), or any loss other than the purchase price of the ticket or Package, which includes booking or service fees.
7. Any claim where Your Event Ticket has been sold to or used by another person to attend the Event.
8. Any claim where You cannot return Your unused Event Ticket to the Administrator.
9. Any claim where the Scheduled Event has been cancelled, postponed, abandoned, relocated or curtailed by the Promoter, artist, Venue or regulatory authority for any reason whatsoever.
10. Any claim made 45 days after the date of the Scheduled Event.
11. Any claim arising from fire, natural disasters, Epidemic or Pandemic.
12. Pollution or threat of pollutant release.
13. Any unlawful acts committed by You or Your Immediate Family whether they are insured or not.
14. You or Your Immediate Family making changes to personal plans or having a business or contractual obligation.
15. Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
16. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4. CONDITIONS

General

You must make all necessary arrangements to arrive at the Event on time.

You must take all reasonable precautions to prevent or reduce any claim unless VSC agrees otherwise:

Event Ticket Reimbursement

Payment for Your Event Ticket reimbursement will be in Australian Dollars either by cheque or direct payment into your nominated bank account.

Fraud

If any claim made is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this insurance, or if any loss hereunder is occasioned by Your wilful act or with Your connivance, VSC, without prejudice to any other right(s) that it might have under this insurance, shall be entitled to refuse to pay such claim.

Claims

In the event of any incident, which may give rise to a claim, You must follow the instructions in the "How To Make a Claim" section in the PDS and forward all supporting documentation as required by the Administrator.

Subrogation

VSC may at its own expense take such proceedings as it thinks fit in Your name to enforce any rights and remedies against, or obtain relief or indemnity from, any other person or entity to which VSC shall be or may become entitled or subrogated under this insurance and You shall at VSC's request and expense do such acts and things as may be reasonably required by VSC for that purpose.

Other insurance

If, at the time of the occurrence, there shall be any other insurance covering the same, VSC shall not be liable to pay or contribute more than VSC's rateable proportion.

No assignment

The Event Ticket Insurance is not assignable by You except with the written consent of the Administrator.

Observance

The observance and fulfilment of the conditions of this insurance insofar as they relate to anything to be done or observed by You shall be a condition precedent to VSC's liability under this insurance.

In issuing the cover, National Underwriting Agencies Pty. Ltd. acts under an authority granted to it by VSC and so National Underwriting Agencies Pty. Ltd. is acting on behalf of VSC and not for You the intended Insured.

Important Notices

1. Event Ticket Insurance is not compulsory, You can insure with an Insurer of Your choice.
2. You will need a copy of Your Original Purchase Invoice to validate all claims, please ensure that You have the Original Purchase Invoice stored in a safe place with Your policy documents.
3. This PDS in addition to the Schedule of Cover forms Your contract of insurance.
4. If the Insurer becomes insolvent, the insurance policy may be protected under the Federal Government's Financial Claims Scheme administered by the Australian Prudential Regulation Authority (APRA). This means that if You meet certain eligibility criteria You may receive payment under the scheme. For more information please see <http://www.apra.gov.au> or contact the APRA hotline on 1300 55 88 49.



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