

boat

insurance application



Please read the following information carefully.
Tear off this page and keep for your reference.

Your duty of disclosure

When You take out, renew, or change or vary a policy, or when You make a claim, You have a duty to answer Our questions truthfully and provide Us with any information that could affect Our decision to insure You or the terms on which We will insure You.

This is called Your 'duty of disclosure'.

If You do not comply with Your duty of disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the policy in respect of a claim, or We may cancel the policy, or do both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

What You must tell Us when You apply to take out this policy

When applying to take out insurance We will ask You certain questions. When answering these questions, You must be honest, and You have a duty under the Insurance Contracts Act 1984 to tell Us anything

- ◆ known to You, and
- ◆ which a reasonable person in the circumstances would include in answer to any question.

We will use Your answers to help Us decide whether to insure You and anyone else under this policy, and on what terms.

Who You are answering the questions for

It is important that You understand You are answering the questions in this way on behalf of Yourself and anyone else that You want to be covered by the policy.

If You do not answer Our questions in this way

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the policy, or do both. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the policy as never being in place.

Renewal, variation, reinstatement or extension of Your policy

When Your policy is renewed, varied, reinstated or extended You have a duty, under the Insurance Contracts Act 1984, to tell Us anything that You

- ◆ know, or
- ◆ could reasonably be expected to know, and is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

Your duty does not require disclosure of anything that: diminishes the risk to be undertaken by Us is of common knowledge

We know or, in the ordinary course of business, ought to know, or is a matter that We indicate Your duty has been waived by Us.

Modifying the insured boat

You must notify us as soon as possible if you modify the insured boat from the manufacturer's original specifications.

When we receive this information, we may

- ◆ alter the terms and conditions of your policy
- ◆ charge you an additional premium
- ◆ cancel your policy, or
- ◆ decide not to offer to renew your policy.

If you do not provide the information, we may refuse to pay a claim under the policy.

In addition to your duty of disclosure, there are other responsibilities that you must meet when you are insured with us.

You must tell us as soon as possible of any changes to

- ◆ the address where the boat is normally kept
- ◆ how the boat is used
- ◆ the people who are insured under this policy.

You must tell us as soon as possible of any:

- ◆ modifications that are made to the boat
- ◆ accessories that are added to the boat
- ◆ driving or criminal offences that have been committed by anyone who regularly drives a vehicle that will tow or carry the boat, and any driving or criminal offences that have been committed by anyone who regularly uses the boat. You do not need to tell us about any parking offences that a regular driver has received
- ◆ driver who regularly drives a vehicle that will tow or carry the boat and any regular user of the boat who has had their licence suspended, cancelled or restricted by endorsement.

If you tell us about any of these things, we may

- ◆ alter the terms and conditions of your policy
- ◆ charge you an additional premium
- ◆ cancel your policy, or
- ◆ decide not to offer to renew your policy.

In addition, you must also

- ◆ be truthful and frank in any statement you make in connection with your policy
- ◆ pay your premium, including paying instalments regularly
- ◆ take reasonable precautions to avoid a claim being made
- ◆ obey all laws and make sure anyone acting on your behalf obeys all laws
- ◆ follow the conditions of this policy
- ◆ not make a fraudulent claim under this policy or any other policy.

Please read the following information carefully.
Tear off this page and keep for your reference.

How We handle Your personal information

We are committed to handling Your personal information in accordance with the Privacy Act.

We need to collect, use and disclose Your personal information in order to consider Your application and to provide the cover You have chosen.

You can choose not to give Us some or all of Your personal information, but this may affect Our ability to provide You with cover.

When You provide Your personal information to Us

You acknowledge and consent to Us collecting and using Your information to

- ◆ consider Your insurance application and any subsequent application for insurance;
- ◆ underwrite and price any policy issued by Us or Our related entities;
- ◆ calculate and offer discounts;
- ◆ issue You with a policy;
- ◆ administer the policy, and
- ◆ investigate, assess and pay any claim made by or against You.

For these purposes, You acknowledge and consent to Us collecting Your personal information from, and disclosing it on a confidential basis to Your intermediary* or the third party who You have been dealing with in respect to this insurance policy and who referred You to Us, other insurers, Our related entities, insurance reference bureaus, law enforcement agencies, investigators and recovery agents, lawyers, any credit provider that has security over Your property, assessors, repairers, suppliers retained by Us to supply goods and services, advisers, and/or the agent of any of these.

*The intermediary is a company or individual through which You purchased this insurance.

When You provide personal information to Us about another person

You must be authorised to do so, and You must inform that person, unless informing them would pose a serious threat to the life or health of any individual :

- ◆ who We are;
- ◆ how We use and disclose their information, and
- ◆ that they can gain access to that information.

Privacy of Your personal information – for marketing purposes

In order to enhance its relationship with You, Your intermediary may use Your personal information that You have provided Us to offer You other products and services, which may be of benefit to You.

When You provide Your personal information to Us – for marketing purposes

You acknowledge and consent to Your personal information being used on a confidential basis by Us or Your intermediary to contact You by mail, phone, or email to provide You information on offers, products and services or for planning, market research and product development.

In using Your personal information for these marketing purposes, We and Your intermediary may use and disclose Your personal information to offer You Our or Your intermediary's products and services directly, or to any other organisation to carry out the above marketing purposes on Our or Your intermediary's behalf.

However:

- ◆ CGU Insurance Ltd (CGU Insurance) and Your intermediary will not use Your information in this way if You have already told CGU Insurance or Your intermediary not to
- ◆ You must inform CGU Insurance or Your intermediary if You do not want Your personal information disclosed or used for these marketing purposes.

When complete, please forward this application to:

- CGU Insurance, GPO Box 9902 in the capital city of your state or
 - your Insurance adviser or
 - your local CGU Insurance office.

Boat Insurance Application

Please answer all questions. This will help us to process your application quickly.
 If you need more space to answer any of the questions, please use a separate sheet of paper.
 Any attachments will form part of this application and the declaration will include them.

Period of insurance

The date you would like your policy to start /

The expiry date of your policy will be 4.00 p.m. on /

CGU Insurance use only

Policy no.

Account no. Acceptance

Account name

Applicant(s) details (Note: one applicant must be the registered owner)

1.	Surname <input type="text"/>	Given name(s) <input type="text"/>	Occupation <input type="text"/>
	Street address <input type="text"/>		Postcode <input type="text"/>
	Postal address <input type="text"/>		Postcode <input type="text"/>
	Telephone no. <input type="text" value="()"/>	Facsimile <input type="text" value="()"/>	Mobile <input type="text"/>
	% use of boat <input type="text"/>	Date of Birth <input type="text" value="/"/> / <input type="text" value="/"/>	Age <input type="text"/> No. of years licenced <input type="text"/> Licence no. <input type="text"/>
2.	Surname <input type="text"/>	Given name(s) <input type="text"/>	Occupation <input type="text"/>
	Street address <input type="text"/>		Postcode <input type="text"/>
	Postal address <input type="text"/>		Postcode <input type="text"/>
	Telephone no. <input type="text" value="()"/>	Facsimile <input type="text" value="()"/>	Mobile <input type="text"/>
	% use of boat <input type="text"/>	Date of Birth <input type="text" value="/"/> / <input type="text" value="/"/>	Age <input type="text"/> No. of years licenced <input type="text"/> Licence no. <input type="text"/>

All other people who will use, tow or carry your boat

	Surname	Given name	Age	Date of birth	No. of years licenced	% use of boat
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="/"/> / <input type="text" value="/"/>	<input type="text"/>	<input type="text"/>
	Surname	Given name	Age	Date of birth	No. of years licenced	% use of boat
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="/"/> / <input type="text" value="/"/>	<input type="text"/>	<input type="text"/>

Party with a financial interest in the boat (e.g. Bank, Credit Union, Finance Co. etc.)

Do you owe money on this boat? No Yes

Building Society/credit union
 Bank secured loan
 Finance company secured
 Novated lease
 Personal loan
 Other lease

Loan Number
 Lender's name and address

Postcode

Boat details (please provide full details)

Please specify if you require market or agreed value?

Market value or Agreed value A survey or valuation may be required

You will be informed by us at the time of quoting if an independent survey or valuation of the boat is required. If you are submitting a survey or valuation with this application please tick this box

\$ Sum Insured

Hull details

Make

Type (please tick)

Runabout Cruiser Sailcraft / yacht / trailer sailer Skiboat

Personal watercraft Other Please give details:

Registration no. Yr Built Length (metres) Max speed (knots) Construction material

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Name Purchase date Price paid Estimated value

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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\$

Motor details (including control equipment)

Make Model Yr built Engine size

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Fuel type: Petrol Inboard / sterndrive Diesel Outboard

\$

Make Model Yr built Engine size

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Fuel type: Petrol Inboard / sterndrive Diesel Outboard

\$

Sails, masts, spars and rigging details

What are the sails, masts and spars made of

Date of man. Date of last independent inspection

<input type="text"/>	<input type="text"/>
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In some cases insurers may require a copy of the last inspection. Please tick if sail / rigging report attached

\$

Trailer

Make Model Yr built Registration No.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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\$

Tender craft

Make Model Yr Built

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Motor Details Yr Built

<input type="text"/>	<input type="text"/>	<input type="text"/>
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\$

Equipment

(Equipment means safety equipment installed or carried in accordance with statutory requirements and includes anchors, life saving equipment including life jackets, EPIRB, life buoys, oars and paddles, rope and chains)

\$

Accessories, tools and contents

(Accessories tools and contents are covered up to \$1,000 unless you specify a different amount. If you require a higher amount, you must provide a list of items to be insured and attach to this application form)

Please tick this box if you have attached a list

\$

Sports equipment (waterskiing, fishing, diving etc)**\$ Sum Insured**

(Sports equipment is covered up to \$1,000 unless you specify a different amount.

If you require a higher amount, you must provide a list of items to be insured and attach to this application form)

Please tick this box if you have attached a list **TOTAL BOAT SUM INSURED****Boat usage, navigation, yacht racing, location / storage and lay up option if required**Is the boat used for private pleasure only? Yes No This policy is not suitable. You may require commercial hull insurance. Please contact your insurance adviser or CGU office to discuss cover options.

Where is the vessel usually used/navigated:

Are you planning to use the boat for extended navigation (interstate trips)? No Yes DetailsIs the vessel currently undergoing major hull repairs or alterations (e.g. extending the vessel's length, major refurbishment of deck cabin of hull or replacing inboard engines)? No Yes You are not covered during major repairs/alterations unless we are advised and agree in writing beforehand.

If your boat is a sailcraft you are automatically covered for social yacht racing organised by a club or association in which spinnakers are not used and which is less than 50NM in length.

Do you require a full yacht racing risk extension? No Yes This cover is optional - an additional premium is payable.

How is the boat usually stored?

At home Marina Swing mooring? How often is the boat/mooring checked Date that the mooring was last serviced / Other Please give details

Please provide the address of the place where the boat is usually stored

Do you require "lay-up cover"? Note: Selecting this option gives a premium reduction, but the boat will be covered during the selected lay up period only whilst at the specified storage address.

Lay up required: No Yes Months during layup: From to **Liability cover**Liability cover is automatically provided for \$10,000,000 when you insure the hull. No Do you require a higher sum insured? Yes Sum insured required \$ Do you require cover for waterskiing/aquaplaning? No Yes An additional premium is payable**Previous Boat Loss History**

If there is insufficient space, please complete your history on a separate sheet of paper so that it can form part of this application.

Policy year	Insurer	Date of loss and details of incident	Amount	Excess
Current year			\$	
Previous year			\$	
Previous year			\$	
Previous year			\$	
Previous year			\$	

Are there any legal actions against you pending or outstanding? Yes No If yes, please give details:

Questionnaire: All questions must be answered by each of the applicants and not by your insurance adviser.
If insufficient space, please provide additional details on a separate page.

Please tick (✓) Yes or No and give details as requested.					Yes	No	
1. Is your boat maintained in working order, free from mechanical defects and in an undamaged condition? If No , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
2. Has your boat been converted or modified from the original manufacturer's specifications or fitted with accessories other than those supplied as manufacturer's options? If Yes , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
3. Does your boat comply with all applicable safety regulations? If No , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
4. Have you, or any person likely to use the boat proposed for insurance in the past 5 years:							
(a) Been charged with, or convicted of, or penalised for any motoring or boating offences? (This includes on the spot fines, but not mooring or parking offences)					<input type="checkbox"/>	<input type="checkbox"/>	
(b) Had their driving or boating licence suspended, cancelled or restricted by endorsement?							
If Yes , please provide details below:							
Full name of person	Date of offence	Nature of offence/ endorsement	Blood alcohol	Penalty, fine or bond imposed			
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
5. Have you, or any person likely to use the boat proposed for insurance been charged with or convicted of any criminal offences in the last 10 years? If Yes , please provide details below:					<input type="checkbox"/>	<input type="checkbox"/>	
Full name of person	Date of offence	Details of the charge, conviction, prosecution, penalty, fine or bond imposed					
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>					
6. Has any insurer at any time declined your, or any person who will use the boat, insurance application? If Yes , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
7. Has any insurer at any time cancelled or refused to renew your policy or the policy of any person who will use the boat? If Yes , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
8. Has any insurer at any time imposed special conditions/rates as a result of your policy history? If Yes , please provide details					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
9. Are there any other relevant facts relating to the risk to be insured which you should disclose to enable a true assessment of your application before acceptance? If Yes , please state the facts:					<input type="checkbox"/>	<input type="checkbox"/>	
<input type="text"/>							
10. If you do not wish to receive any marketing material directly from us (such as special offers and discounts) please tick this box:					<input type="checkbox"/>		

I/We declare that –

- (a) To the best of my/our knowledge and belief, the information provided herein is true and correct in every respect and I/we have not withheld any relevant information.
- (b) I/We agree to accept the Insurance subject to the terms, exclusions, conditions and limitations of the Company's Policy.
- (c) I/We authorise the Company to obtain details of claims from previous Insurers and I/we agree that the Company may supply details of all claims under the Policy or any renewal thereof to any subsequent insurer.
- (d) I/We have received the Important Notices attached to this Application form.
- (e) I/We authorise CGU Insurance to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service.

Signature of the Applicant

Date

 / /

Signature of the Applicant

Date

 / /

Please indicate the number of additional pages attached to this application

Direct Debit Request

I wish to pay my premium by:

Credit card Please complete Sections A & B

Direct debit from my/our nominated account Please complete Sections A & C

Payment frequency: Monthly Yearly

Section A: My/Our details

Name/s

Address

Business telephone no.

Private telephone no.

Policy no.

The person insured or to be insured under the Policy is:

me/us and/or the following person/s (as nominated by me/us):

By signing or otherwise providing my/our authorisation to this Payment Authority, I/we acknowledge and agree that:

1. this Direct Debit Request is governed by the terms and conditions of the Direct Debit Request ('Agreement') provided to me/us. A copy of the Agreement is attached. A further copy can be obtained by contacting CGU on 13 15 32;
2. I am/we are bound by all of the terms and conditions of the Agreement; and
3. you may vary the amount and frequency of future debits to my credit card or nominated account (as applicable) and the Agreement by prior arrangement and advice to me/us in accordance with the terms of the Agreement.

Section B: Payment by credit card

I/We authorise and request CGU Insurance Limited until further notice in writing, to debit my/our nominated credit card as detailed below, for any amounts due and payable to you under the insurance policy set out in Section A effected or to be effected, including by way of renewal, with you.

Please debit the following: MasterCard Visa

Card number

Expiry date

Name of bank or financial institution

Cardholder's name/s

Signature of cardholder

Please Note: Direct debiting to credit cards is governed by the Agreement but does not form part of procedures governed by the Bulk Electronic Clearing System. Debits to your credit card will be subject to the procedures detailed in your cardholder terms and conditions provided by your financial institution.

Section C: Direct Debit request

I/We authorise and request CGU Insurance Limited (User ID: 005901, User ID: 339229) until further notice in writing, to debit my/our nominated credit card as detailed below through the Bulk Electronic Clearing System, for any amounts due and payable to you under the insurance policy set out in Section A effected or to be effected, including by way of renewal, with you.

Name of bank or financial institution where the account held

Address of bank or financial institution

Account in the name/s of

BSB number

Account no.

Signature

Date

Signature

Date

If joint account, all signatures may be required.

Please note: Direct debiting is not available for all accounts. If in doubt, please contact your bank or financial institution.

If you have chosen to pay by direct debit or by credit card, please keep this information for your records.

Direct Debit Agreement

By Authorising the Direct Debit Request, you agree that we may arrange for Instalments in respect of the Policy to be paid from your nominated account or credit card under the terms of the Direct Debit Request and this Agreement. This Agreement is to be read in conjunction with the Policy and the Direct Debit Request.

1. WORDS THAT HAVE A SPECIAL MEANING IN THIS AGREEMENT

- 1.1 **'Account'** means the Financial Institution account or credit card account (as applicable) nominated by you in your Direct Debit Request.
- 1.2 **'Authorisation'** and **'Authorising'** means your binding authorisation and includes your signature, your request by telephone or your request by any written or electronic method.
- 1.3 **'Direct Debit Request'** means the authority and request given by you to us to debit Instalments to your Account.
- 1.4 **'Financial Institution'** means the bank or financial institution or credit card issuer nominated by you in your Direct Debit Request.
- 1.5 **'Instalment'** means each premium instalment payable to us under the terms of the Policy on the dates identified in the Premium Instalment Advice.
- 1.6 **'Intermediary Fees'** means the fees payable by the insured to an insurance intermediary in respect of effecting the Policy or amending the Policy, as notified by the insurance intermediary to CGU.
- 1.7 **'Policy'** means the contract of insurance effected with us by you or any other person as nominated by you in the Direct Debit Request in respect of which CGU permits payment by direct debit or credit card and any renewal of that contract of insurance. It includes the Premium Instalment Advice in respect of each such contract.
- 1.8 **'Premium Instalment Advice'** means the most recent premium instalment advice(s) provided or to be provided by us to the insured under the Policy, which sets out details of the Instalments and Instalment due dates.
- 1.9 **'you/your'** means the person or persons making the direct debit request or credit card authorisation (as applicable) in the Direct Debit Request.
- 1.10 **'we/us'** means CGU Insurance Limited ABN 27 004 478 371.

2. OUR OBLIGATIONS TO YOU AND OUR RIGHTS:

- 2.1 We will send you a written or electronic copy of the Direct Debit Request arrangements (amount; frequency; commencement date) and obtain your Authorisation to the Direct Debit Request at least 7 calendar days prior to debiting any amount in accordance with the Direct Debit Request.
- 2.2 Subject to the terms of this Agreement, we will debit to the Account:
 - (a) any Intermediary Fees (if applicable), on behalf of the licensee or authorised representative that you have arranged your insurance through, on or about the first Instalment date set out in the Premium Instalment Advice;
 - (b) the first Instalment on or about the first Instalment date set out in the Premium Instalment Advice;
 - (c) any subsequent Instalments on or about the Instalment date identified in the Premium Instalment Advice.Subject to clause 2.4, we will not change the amount or frequency of Instalments for the Policy without your prior approval.
- 2.3 Where the due date for any Instalment falls on a non-business day, we will debit the Instalment on or about the next business day. If you are uncertain about when the Instalment will be debited to your Account, contact your Financial Institution.
- 2.4 Where any Instalment is dishonoured, or an additional amount is due as a result of an amendment to a Policy, you authorise us to debit to the Account:
 - (a) any outstanding amounts and the next Instalment on or about the next Instalment due date; or
 - (b) any outstanding amounts at any time.

- 2.5 We reserve the right to terminate this Agreement and the Direct Debit Request without notice to you if more than one Instalment is dishonoured. This means you must ensure premium payments are made by an alternative payment method offered by us. We may also be able to cancel the Policy.
- 2.6 If any Instalment is dishonoured, you authorise us to obtain reimbursement from you of any fees we incur by debiting these fees to your Account if and when they accrue.
- 2.7 If we are obliged to refund any amounts debited to the Account under the Direct Debit Request in respect of the Policy, we will (at our option) either:
- (a) arrange for a refund to be payable to you within 31 days of the refund becoming payable; or
 - (b) reduce the amount of the next Instalment(s) by the amount of the refund (this reduction will continue until the amount is refunded in full).
- 2.8 We collect personal information from you for the purpose of providing you with direct debit or credit card payment facilities and related services. You can choose not to provide this information, however, we may not be able to debit the Account under your Direct Debit Request. We will keep all information you give to us relating to your Account private and confidential except to the extent we need to disclose it to relevant banks and financial institutions to debit your Account or in connection with a claim made against our bank relating to an alleged incorrect or wrongful debit. If you wish to update or access the information that we hold about you, contact us.
- 2.9 If you request a change to the Policy which affects the amount or frequency of the Instalments, we will provide you with 7 days written notice before the amount or frequency of the Instalments is varied.
- 2.10 Otherwise, we will provide you with 14 days written notice if any term of this Agreement varies during the term of the Direct Debit Request and will provide you with an updated version of this Agreement.

3. YOUR OBLIGATIONS TO US AND YOUR RIGHTS:

- 3.1 You must check your Account details against a recent statement from your Financial Institution. Direct debiting is not available on all accounts. If you are uncertain about your Account details or whether direct debiting is available from your account, check with your Financial Institution before selecting the option to pay by direct debit in the Direct Debit Request
- 3.2 By Authorising the Direct Debit Request, you agree to be bound by the terms of this Agreement and the Direct Debit Request.
- 3.3 You must ensure that immediately before any Instalment or other amount is due to be debited you have sufficient funds or credit available in respect of your Account to meet your Instalment obligations under this Agreement and any other amounts on the due date.
- 3.4 If your Account has more than one signatory, you must ensure that all necessary signatories Authorise the Direct Debit Request. It is your responsibility to ensure that the authorisation given to debit the nominated Account is identical to the Account signing instruction held by the Financial Institution where the Account is based.
- 3.5 You must advise us if your Account is transferred, closed, cancelled or expires.
- 3.6 You may alter the debiting of an Instalment, stop payment of an Instalment or terminate the Direct Debit Request at any time by giving written notice to us at least 14 days prior to the due date of the next Instalment or by contacting your Financial Institution. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Direct Debit Request. If we agree to vary the frequency of the Instalments, we will issue you with an updated Premium Instalment Advice. If alternative payment arrangements are not made with us, we can cancel a Policy without notice to you.

4. INQUIRIES AND DISPUTES

If you have any concerns or queries regarding the timing of credit card payments, a proposed variation to the amount or frequency of Instalments or any amount debited, you should contact us on 13 15 32. If you have a query about the timing of other payments or wish to dispute a debit, contact your Financial Institution.

CGU Insurance Limited ABN 27 004 478 371



Insurer
CGU Insurance Limited
ABN 27 004 478 371