

# Insurance Renewal Declaration



## About Community Underwriting

Community Underwriting Agency Pty Ltd (ABN 60 166 234 715, AFSL 448274) (Community Underwriting) was set up by NSW Meals on Wheels Association Inc in 2014 to specifically cater for insurance to the not for profit community sector in Australia.

Our insurance products are underwritten by either Berkley Insurance Australia (Berkley) (ABN 53 126 559 706, AFSL 463129), or Mitsui Sumitomo Insurance Company Ltd (MSI) ABN 49 000 525 637 AFS License No. 2401816, the insurers.

## Any changes to your details or activities

This renewal declaration has been designed to help you provide us with any relevant changes to or additional information about your organisation, its activities and risk profile. This is important as changes may impact on our decision and/or ability to offer renewal of your insurances. We are particularly interested in changes to:

The legal name of the organisation and any entities to be covered:	
Your ABN or GST status	
Your activities, services or products provided, processes, use of contractors:	
Contact details (primary contact, telephone, email or postal address):	
Status of your organisation	Not for Profit registered with the ACNC <input type="checkbox"/> Unregistered Not for Profit <input type="checkbox"/> Community Group <input type="checkbox"/> NDIS Provider (private company) <input type="checkbox"/> Other entity <input type="checkbox"/>
Stamp duty exemption (to exclude stamp duty from your renewal we must have on file a current exemption relevant for each state)	NSW Charity Exemption (3 year) <input type="checkbox"/> NO <input type="checkbox"/> YES NSW Small Business Exemption (1 year) <input type="checkbox"/> NO <input type="checkbox"/> YES QLD Charity Exemption (ongoing) <input type="checkbox"/> NO <input type="checkbox"/> YES Tasmania (general liability exemption) <input type="checkbox"/> NO <input type="checkbox"/> YES No stamp duty exemption <input type="checkbox"/> NO <input type="checkbox"/> YES

## General risk information

Number of employees	Full Time	Part Time	Number of volunteers a) Board	a) Other volunteers				
Faith based organisations – Estimated number in the congregation			Member based organisations – Estimated number of members					
Estimated Annual Income from all Sources:	Current Year (latest ACNC Financials)		Estimated for Next 12 Months					
Government	\$		\$					
Fundraising	\$		\$					
Donations	\$		\$					
Other (please specify)	\$		\$					
Total:	\$		\$					
Please provide a percentage breakdown of your income in the last 12 months								
NSW	% VIC	% QLD	% SA	% NT	% WA	% ACT	% TAS	%
Overseas	% Specific activities undertaken and in which countries							
Does the organisation have a current risk register and formal risk management policies and procedures? <input type="checkbox"/> No <input type="checkbox"/> Yes								

## General Liability (Public and Products Liability)

(please complete if you are renewing this cover)

What level of cover do you require?	<input type="checkbox"/> \$10 million <input type="checkbox"/> \$20 million			
<b>Social or Recreational Activities</b>				
Does your organisation arrange or participate in any social or recreational activities? If Yes, please tick all the appropriate activities and list the duration and estimated number of people to attend.				<input type="checkbox"/> No <input type="checkbox"/> Yes
Activity	Duration	No. During the Year	No. of People Attending	Locations
<input type="checkbox"/> Sightseeing trips				
<input type="checkbox"/> Walks				
<input type="checkbox"/> Non-contact sports, ball games, bowling etc				
<input type="checkbox"/> Contact sports				
<input type="checkbox"/> Market stalls				
<input type="checkbox"/> Fun runs, cycling events				

Other:					
Is alcohol allowed or supplied at any of the above activities?		<input type="checkbox"/> No <input type="checkbox"/> Yes		If Yes, please complete our "Alcohol Questionnaire"	
<b>Hiring out of Facilities</b>					
Are any of your premises used by other third parties? <input type="checkbox"/> No <input type="checkbox"/> Yes - If yes please confirm the following					
<input type="checkbox"/> Used by other NFP or other community group for meeting, religious or community activity – no fee charged <input type="checkbox"/> Used by other NFP or other community group for meeting, religious or community activity –fee charged <input type="checkbox"/> Used by other third parties for weddings, birthdays and religious celebrations <input type="checkbox"/> Formal hire agreements in place <input type="checkbox"/> Separate liability insurance required to be in place with minimum of \$10m					
<b>Events</b>					
If your organisation organises, promotes or co-ordinates any event held outdoors; at your premises with more than 100 attendees; or at third party commercial premises with more than 500 attendees, you will need to complete our "Events Questionnaire".					
<b>Camping and other Higher Hazard Activities</b>					
If your organisation organises, promotes or co-ordinates any camps you will need to complete our "Campground Questionnaire".					
Does the organisation engage in any of the following higher hazard activities?					
Activity		Run and insured by external provider	Activity		Run and insured by external provider
Abseiling	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Motor bike rides	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Archery	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Outdoor rock climbing	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Caving	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Paintball / skirmish	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Flying fox / zip lines	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Rope courses, tug-of-war	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Horse riding / equestrian	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Shooting	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Jet skiing	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Skate boarding	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Martial Arts	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	Other	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does the organisation use a swimming pool or conduct water-based activities <input type="checkbox"/> No <input type="checkbox"/> Yes – If Yes please confirm the nature of these activities					
<input type="checkbox"/> Own pool	Activities conducted		No of participants		
	Ratio of teacher to participants in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Water safety supervision in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Signage and fencing compliant with government requirements		<input type="checkbox"/> No <input type="checkbox"/> Yes		
<input type="checkbox"/> Third party or public pool	Activities conducted		No of participants		
	Ratio of teacher to participants in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Water safety supervision in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
<input type="checkbox"/> Inland waterways (lake, dam, lagoon, river, creek or stream)	Activities conducted		No of participants		
	Ratio of teacher to participants in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Water safety supervision in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
<input type="checkbox"/> Open waterways (beach, ocean, harbour)	Activities conducted		No of participants		
	Ratio of teacher to participants in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
	Water safety supervision in compliance with Austswim guidelines		<input type="checkbox"/> No <input type="checkbox"/> Yes		
<b>Voluntary Workers Personal Accident</b> (please complete if you are renewing this cover)					
What types of activities will the voluntary workers be engaged in?				Total No of Volunteers	Maximum No Any One Time
Number of volunteers engaged in clerical, administrative, sales, fund raising, managerial, board or similar					
Number of volunteers engaged in client care, transport, domestic, kitchen, general maintenance, gardening or similar					
Number of volunteers engaged in manual handling, construction, animal care, farming, landcare or similar					
Has any person ever been injured while doing voluntary work for the organisation?				<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please state the details	
Cover Required: <input type="checkbox"/> \$250,000 Death and Capital Benefits / \$1,000 Weekly Benefit <input type="checkbox"/> \$500,000 Death and Capital Benefits / \$2,000 Weekly Benefit					
<b>Association Liability</b> (please complete if you are renewing this cover)					
Required Total Sum Insured	<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$5,000,000	<input type="checkbox"/> \$10,000,000	<input type="checkbox"/> \$20,000,000
<b>Directors and Officers cover</b>					
Has any director or executive officer of the Organisation been declared bankrupt or entered into a deed of assignment, composition or a scheme of arrangement with creditors?				<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please provide details	
<b>Financial Statements</b> - As part of this Application please attach the most recent Audited Financial Statements lodged with the ACNC or independently.					

Is there any subsequent information of a material nature not disclosed in the attached financial statements that could affect the financial position, capital structure or operation of the Organisation?	<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please provide details
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**Employment Practices cover (relevant to the risk exposures from engaging both employees AND volunteers)**

Did you initiate any termination(s) within the last 2 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, please state the reason for the termination (s) and the number of full-time and part-time employees terminated.	
Please state the number of staff turnover for the last 2 years.	
Are written policies and procedures in place for employees and/or volunteers regarding the following?	
Equal opportunity	<input type="checkbox"/> No <input type="checkbox"/> Yes
Anti-sexual harassment	<input type="checkbox"/> No <input type="checkbox"/> Yes
Discrimination / bullying	<input type="checkbox"/> No <input type="checkbox"/> Yes
Formal procedures to be followed for performance management, complaints and termination of employment	<input type="checkbox"/> No <input type="checkbox"/> Yes

**Fidelity / Crime cover**

Are all cheques / EFT transactions required to be signed by at least two different authorised signatures?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Do you operate a trust account? If Yes is the trust account independently audited?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
Do you employ the services of an independent accountant?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are duties segregated so that no individual can control any financial or asset function from commencement to completion?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Have you ever received a tax audit advice from the Australian Taxation Office?	<input type="checkbox"/> No <input type="checkbox"/> Yes

**Optional Extensions**

<input type="checkbox"/> CyberRisk (\$100,000 / \$50,000)	Have you previously suffered a CyberRisk incident	<input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/> Removal of insolvency exclusion	Please supply 2 years unqualified audited financials with positive operating cashflow	

**Association Liability – Claims and Circumstances**

Are there any circumstances not already notified to insurers which may give rise to a claim against the Organisation, or any Office Bearer, Executive Staff, Sub-committee members, employee or volunteers of the Organisation?		
<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, please provide details.	
Is any person proposed for insurance aware, after enquiry, of any circumstances or incident which he/she believes might give rise to any future claim that would fall within the scope of such insurance?		
<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, please provide details.	
Has there been, or is there now pending, any prosecution of the Organisation its subsidiaries or any person proposed for this insurance under the Corporations Law, Competition and Consumer Act, or any other statute?		
<input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, please provide details.	

**General Questionnaire** (all applicants to complete)

1. Has any insurer declined an application from you, or cancelled or refused to renew a policy of yours, required special terms to insure you, or declined or refused a claim?	<input type="checkbox"/> No <input type="checkbox"/> Yes
2. Has the organisation had any claims or circumstances which could give rise to a claim in the last 5 years for ANY of the insurances that renewal terms are being requested for?	<input type="checkbox"/> No <input type="checkbox"/> Yes
3. Have you, or any person who will receive insurance protection under the proposed policy, been charged with, or convicted of, any criminal offences in the past 10 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
4. During the last 5 years have you, or any other person to whom cover extends under this policy received any threats to life or property (private or business)?	<input type="checkbox"/> No <input type="checkbox"/> Yes
5. Are there any other relevant facts relating to the risk to be insured which you should disclose to us, to enable a true assessment of your insurance Application?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If you have answered Yes to any of questions 1-5 above, please give full details	
Question No.	Comments

## Important Notices

It is important that you read the terms and conditions listed below from Community Underwriting and Insurer(s) collectively referred to in this section as 'we', 'us' and 'our'.

### Duty of Disclosure Applicable to Business Package, General Liability and Association Liability Insurance Policies.

Our policies are subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure. Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway. You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know, or
- We have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent.

### Duty of Disclosure Applicable to Motor Vehicle and Personal Accident Insurance Policies.

#### What You Must Tell Us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

#### Who Needs to Tell Us?

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the policy.

#### If You Do Not Tell Us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

## Underinsurance

The Business Package policy is subject to an 80% "Underinsurance" clause.

This means that if you have insured items under this policy for less than 80% of their actual value at the time you took out this policy, we will reduce the amount we pay you under this policy in accordance with the following sum:

Sum Insured x Amount of loss/damage ÷ 80% of value  
= Amount payable by Insurer(s) (up to the Sum Insured).

The "Underinsurance" clause applies to the Fire, and the "Gross Income" and Departmental Clause under the Business Interruption Section and Electronic Equipment Sections.

## Our Right of Recovery

The policies you are applying for contain a provision which states that if you Enter into any contractual arrangement and/or surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

## GST

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an Excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

## Notices Only Applicable to the Association Liability Policy

### Claims Made and Notified Policy

The Application as far as it relates to Association Liability Insurance is for a 'claims made' policy. This means that the policy covers you for claims made against you during the period of insurance specified in your policy schedule and notified to us during that period of insurance.

This means that the policy does not provide cover in relation to:

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the policy schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the Application for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has.

Given notice in writing to the insurer:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

### Retroactive Liability

The Association Liability insurance may be limited by a retroactive date which will be shown on the schedule. If a retroactive date applies the policy does not cover any claim arising from any actual or alleged act, error, omission or conduct occurring prior to the retroactive date.

### Average Provision

One of the provisions of the proposed Association Liability insurance provides that where the amount required to dispose of a claim exceeds the limit of indemnity in the policy then the insurer will only be liable only for a proportion of the total costs and expenses. This will be the same proportion of the total costs and expenses as the policy limit bears to the total amount required to dispose of the claim.

## Privacy

Community Underwriting and Insurer(s) seek at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If We disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information:

The information contained in this document and any other documents provided to Us will be dealt with in accordance with our respective Privacy Policies.

Disclosure of Information that you provide to us:

Community Underwriting and Insurer(s) will only use the information in accordance with the terms of the Privacy Policies. Without limiting the application of the Policy Community Underwriting and Insurer(s) may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Community Underwriting, Insurer(s) and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- that the information has been collected in accordance with the Privacy Act 1988.
- that We are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- you, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Community Underwriting and Insurer(s) against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing:

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless you have given Us Your permission for Us to do this.

Cross Border:

We will share your personal information with the Community Underwriting and the Insurer(s). Our data containing your information is stored in our data centre using dedicated hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact send an email to [admin@communityunderwriting.com.au](mailto:admin@communityunderwriting.com.au).

## Complaints and Dispute Resolution

Any enquiry or complaint relating to this insurance should in the first instance be referred to:

Complaints Manager  
Community Underwriting Agency Pty Ltd  
P.O. Box 173, Balmain NSW 2041

If you think we have let you down in any way, or our service is not what you expect (even if through one of our representatives), please tell us so we can help. We are committed to resolving your complaint fairly.

We will address all complaints, except where specific circumstances apply, in accordance with Community Underwriting's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

If you have a complaint:

Step 1: On the spot, if we can!

You can contact us by:

Phone: +61 2 8045 2580

Fax: +61 2 9555 1886

Email: [service@communityunderwriting.com.au](mailto:service@communityunderwriting.com.au)

Mail: PO Box 173 Balmain NSW 2041

- If we can't resolve your complaint immediately, we will commit to responding to your complaint within 15 business days of first being notified of the complaint.
- If we need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.

Step 2: Internal Dispute Resolution

- If you are not happy with our response, please tell us in writing. You may escalate it as a dispute and our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered your complaint.

- The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt and will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of first being notified of your dispute.
- In some cases we may be unable to reach a conclusion within this timeframe, and may request a later response date. If this occurs, we will keep you informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should we be unable to resolve your complaint (including the IDR process referred to above) within 45 days or you are not happy with our response/handling of your complaint at any given time, you can seek an external review via our external dispute resolution scheme, administered by the Australian Financial Complaints Authority (AFCA).

This is an independent national body and its services are free to you. As a member we agree to accept the FOS' decision. You can contact the AFCA by:

Mail: Australian Financial Complaints Authority Ltd,  
GPO Box 3, Melbourne, Victoria 3001;  
Phone: 1800 931 678;  
Facsimile: (03) 9613 6399  
Website: [www.afca.org.au](http://www.afca.org.au)

## About Community Underwriting

Community Underwriting Agency Pty Ltd (ABN 60 166 234 715, AFSL 448274) (Community Underwriting) was set up by NSW Meals on Wheels Association Inc in 2014 to specifically cater for insurance to the not for profit community sector in Australia. Our insurance products are underwritten by either Berkley Insurance Australia (Berkley) (ABN 53 126 559 706, AFSL 463129), or Mitsui Sumitomo Insurance Company Ltd (MSI) ABN 49 000 525 637 AFS License No. 2401816, the insurers. Community Underwriting acts under a binding authority as agent for the insurer(s) to issue, vary and cancel policies on their behalf.

In all aspects of this policy, Community underwriting acts as an agent for the insurer(s) and not for you.

## About the Insurers

The Berkley Group of companies is led by Berkley Corporation, located in Greenwich, Connecticut, USA. It is listed on the New York Stock Exchange under the symbol WRB. Member companies of the Berkley Group have offices across the USA and in the United Kingdom, South America, Continental Europe, Australia, Singapore and Hong Kong.

Mitsui Sumitomo is part of the Tokyo listed MS&AD Insurance Group with a network of offices across 42 countries and regions. You can learn more about MSI at [www.msi-oceania.com](http://www.msi-oceania.com)