

# Customer Goods In Transit and Storage Insurance

Product Disclosure Statement



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# About Your Customer Goods in Transit and Storage Insurance

## About the Insurers

This product is jointly issued by the Insurers, Zurich Australian Insurance Limited and Insurance Australia Limited trading as CGU Insurance together the 'insurers'. The insurers are jointly responsible for the content of this PDS.

## About Zurich

Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507 of 118 Mount Street, North Sydney 2060, insures the goods in transit and storage cover, other than the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

## About CGU

Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as CGU Insurance (CGU) of 181 William Street Melbourne VIC 3000 insures the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

In this document, the Insurers may also be expressed as 'Insurer', 'we', 'us' or 'our'.

To contact Zurich, please call 132 687 or if You need to contact CGU, please call 132 481.

## About the Coverholder

The Coverholder of this product is the Removal Company shown on the Certificate of Insurance. A Customer of the Removal Company, also referred to as "You" in this PDS, has a right to recover under the insurance policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the Coverholder is able to vary or cancel the policy, however You can also make decisions that affect whether You are covered by the policy, for example, by choosing whether or not to request the Removal Company to insure Your Goods.

## About this Product Disclosure Statement

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance.

This PDS is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help You to:

- decide whether this product will meet Your needs; and
- compare this product with other products You may be considering.

Please keep this PDS in a safe place.

The information contained in this PDS is general information only.

## Who to contact

Your first point of contact about Your insurance coverage should be Your Removal Company. If they cannot answer Your enquiry, You can contact Cowden (VIC) Pty Ltd (of whom Your Removal Company is an authorised representative) by telephone (03) 9686 6500, email [insurance.vic@cowden.com.au](mailto:insurance.vic@cowden.com.au), facsimile (03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

## Customer Goods in Transit and Storage Insurance

This Customer Goods in Transit and Storage Insurance is designed for domestic or other removals either within Australia, from Australia to selected destinations overseas or international removals where coverage has been arranged in Australia.

You may select from a number of cover options for loss or damage to Your Goods.

## Full Cover

Full Cover insures You for all Accidental loss or damage to Your Goods during transit from any external cause, including Accidental damage during packing, loading and unloading by the Removal Company.

## Restricted Cover

Restricted Cover only provides coverage for Accidental loss or damage which occurs as a result of:

- Fire, explosion, lightning or flood;
- Overturning, jackknifing and/or derailment of conveyance;
- Collision of vessel, aircraft or conveyance;
- Crashing or forced landing of any aircraft;
- Stranding, sinking, or contact of vessel with any external object other than water;
- Entry of water into any vessel, hold, container liftvan or place of storage;
- Discharge of goods at a port of distress;
- Jettison of goods from a vessel; or
- Theft, Pilferage or Non delivery of an entire package or item.

## Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

- Fire, lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion;
- Explosion and impact damage; or
- Burglary – Limited to \$25,000 per customer.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that You should be aware of when deciding whether to be covered by this product. These may affect the amount of the payment that we will make to You if You have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of the insured value, or some other amount, factor or item specified in the relevant clause within this document.

The Coverholder may vary the policy with our consent and alter the cover under the policy. If that occurs, we will issue a new PDS, provide a PDS update or otherwise advise You of any such changes in accordance with applicable laws.

It is a condition of provision of cover in respect of a Customer under the policy that the Coverholder obtains the agreed information in the Insurance Declaration from each Customer before cover is provided to that Customer and, subject to the provisions of the Insurance Contracts Act 1984 (Cth), we will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer. For these purposes we will treat You as if You did owe a duty of disclosure to us (see Special Condition 6.12 Applications for Cover).

## Make sure you have the cover you need

You should consider the appropriate amounts and risks for which You need to be insured. If You do not obtain adequate coverage for the relevant risks, You may have to bear any uninsured losses Yourself.

Refer to "Basis of Settlement" below.

## Basis of Settlement

You can choose whether Your Goods are insured on a “Replacement Cost” basis or for “Market Value”.

Under the Replacement Cost basis, if Your Goods are lost or totally destroyed, You receive the new replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value subject to the customer’s total declared value.

Under the Market Value basis, You only receive the replacement cost less a reasonable allowance for age, condition wear, tear and depreciation.

The correct Basis of Settlement selection is vital as an incorrect selection may possibly leave You without sufficient funds to cover Your loss.

If Your Goods are damaged, the reasonable cost of repair will be covered for an accepted claim regardless of which Basis of Settlement You have elected.

The following table sets out the Basis of Settlement and restrictions for specific items:

Item	Basis of settlement / restrictions
Computers and computer accessories Clothing Motor vehicles, motor bikes, caravans, boats and trailers	Market value only
Office, hotel, factory and any other business goods including plant and machinery	The lesser of the invoice value or the market value of Your Goods at the time of loss plus insurance, packing and freight
Pairs and sets	Only the lost or damaged part or parts covered
Antique(s), works of art and fine art	Reasonable cost of repair but not any depreciation or loss of value caused by the loss or damage. Maximum 10% of the declared value of the item for any depreciation or loss of value as a result of the repairs
Motor vehicles or motor bikes being driven under their own power	Not covered unless being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent’s premises
Valuables worth more than \$1,000	Limited to a maximum of \$1,000 unless each item is specifically declared and valued in Your Insurance Declaration
Owner packed cartons	Maximum of \$500 per carton for non delivery unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of transit.  Goods packed by You are insured only for restricted cover unless otherwise agreed and noted on the Certificate of Insurance

### Additional Benefits Covered

The following additional policy benefits are automatically included and provide cover for amounts in excess of the declared value. For full particulars, please refer to Additional Benefits Covered on page 11.

Additional Benefits Covered	
General Average	In relation to transit by sea, cover for general average including salvage charges
Temporary Accommodation	The reasonable cost of temporary accommodation costs of \$200 per day for 30 days or until Your Goods are delivered, whichever occurs first, as a result of an insured risk and Customer's Goods not delivered by the contracted delivery date

### Excesses can apply

A Customer Excess applies under the policy. This excess is not an additional fee charged by us at the time of making a claim. Rather it is the uninsured first portion of a loss for which You are otherwise covered. The Removal Company must pay the first \$2,000 in respect of a claim and You must pay the amount shown in the Certificate of Insurance.

### Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage arising out of:

- Wear and tear, moths, vermin infestation, corrosion, contamination or deterioration;
- Mould, mildew or fungus, unless caused by an insured event and not otherwise excluded, except if agreed and noted on the Certificate of Insurance;
- Terrorism (storage risk only).

Some of the exclusions may be less common. Before making a decision about whether to obtain the benefit of coverage under this product, You should read the full details of all relevant exclusions.

Please refer to 'Exclusions From and Limitations of Cover' on page 13 for full details of these.

### Special Conditions

Special conditions applicable to this product include conditions that apply in certain circumstances as well as Your obligations with which You need to comply. Please refer Special Conditions from page 15.

Special conditions include the following:

Termination of Authorised Representative Agreement	If the Removal Company is no longer an authorised representative for one of the reasons listed, the Insurers agree to manage and settle claims direct with the Customer
Loss of Customers' Pre Paid Removal Costs and Pre Paid Removal Deposits	In event of Removal Company liquidation, receivership, administration or bankruptcy, where the Removal Company does not perform the removal, this covers the refund of any such pre-paid amounts, where nominated

You should make yourself aware of all the terms and conditions that apply. If You do not meet them, we may be able to decline Your claim or reduce the claim payment.

### Change of circumstances

You should also notify the Removal Company or us as soon as possible when Your circumstances change if they are relevant to Your cover. For instance, if You change the destination Your Goods are to be delivered to or You purchase or store additional goods. If You do not tell Your Removal Company or us of these changes, in the event of a claim You may not receive sufficient funds to cover Your loss.

## Duty of Disclosure

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

### Duty of Disclosure under the Insurance Contracts Act 1984

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, may affect our decision to insure You and on what terms.

You have this duty until we agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure You for;
- is common knowledge;
- 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 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 of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, You have an obligation to disclose to us every material circumstance which is known to You and/or which in the ordinary course of business ought to be known to You. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

## Our contract with the Coverholder

The Insurers and the Coverholder have agreed policy terms. The policy is a contract of insurance between the Coverholder and the Insurers and contains all the details of the cover we provide.

This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the proposal, which is the information provided by the Coverholder to us;
- the Insurance Declaration, which is the information provided by You to us;
- the most current Policy Schedule issued by us. The Policy Schedule is a separate document unique to the Coverholder. It includes any changes, Exclusions, terms and conditions and may amend the policy;
- the most current Certificate of Insurance issued to You by the Removal Company. The Certificate of Insurance is a separate document unique to You. It includes any changes, Exclusions, terms and conditions and may amend the policy; and
- any other changes advised by us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, You are only covered for the cover option and risks shown as covered in the Certificate of Insurance.

## How we calculate premiums

The amount we charge to cover Your Goods is made up of a premium and any government taxes and charges applicable.

The amount we charge varies depending on the information we receive from You about the risk to be covered by us. The higher the risk is the higher the charge. Some of the factors impacting the amount charged to cover Your Goods are:

- the value of the goods being removed or stored;
- the basis of settlement You select (market value or replacement value);
- the risk covered (transit and/or storage);
- the distance the goods are transported and/or the period for which the goods are stored; and
- the level of cover selected (Full Cover or Restricted Cover).

## How you pay for the cover

The amount You are charged in respect of the insurance cover will be shown on Your Certificate of Insurance.

You must pay the charges in respect of transit insurance when You pay Your removal charges. Your Removal Company will invoice You for the charges in respect of storage insurance at the same time as the storage charges.

## Goods and Services Tax

The insured values that You choose should include Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, we will reimburse You the GST component. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise us of Your correct input tax credit percentage where You are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

## Cooling-off Period

After You apply for this product and You have received the PDS, You have 21 days to check that the cover meets Your needs. Within this time You may cancel the cover and receive a full refund of any amount paid in respect of the insurance, unless:

- the removal and /or storage of Your Goods has commenced;
- You have made a claim or become entitled to make a claim; or
- You have exercised any right or power You have in respect of Your cover or the policy has ended.

Your request will need to be in writing and forwarded to the Removal Company or to the address detailed on the removal contract or invoice.

## How to make a claim

If You need to make a claim, please refer to Claims Procedure on page 13. If You have any queries please contact Your Removal Company as soon as possible or Cowden (03) 9686 6500.

## Privacy

Zurich and CGU are bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance our products and services and manage claims ('Purposes'). If You do not provide Your information, we may not be able to do those things. By providing us, our representatives or Your intermediary with information, You consent to us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of CGU, Cowden, Your Removal Company, other insurers and reinsurers, our service providers, our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687 and CGU's privacy policy, available at [www.cgu.com.au/insurance/privacy-security](http://www.cgu.com.au/insurance/privacy-security) or by telephoning 132 481, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. They also set out how we handle complaints and how You can access or correct Your details or make a complaint.

## General Insurance Code of Practice

Zurich and CGU are signatories to the General Insurance Code of Practice (the Code) and we support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and Your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting us.

## Complaints and Disputes Resolution process

If You have a complaint about an insurance product we have issued or service You have received from us, please contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500 to initiate the complaint with us. If You are unable to contact Cowden, You can contact Zurich directly on 132 687 or CGU directly on 132 481. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with our initial response, You may use our internal dispute resolution process.

### Stage 1 – Handling your Complaint

We will respond to Your complaint within 15 business days provided we have all the necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with You. We will keep You informed of the progress of Your complaint at least every 10 business days unless otherwise agreed.

### Stage 2 – Internal Dispute Resolution

If You are not satisfied with our response or we cannot agree on reasonable alternative timeframes, Your complaint will be registered as a dispute and it will be reviewed through our Internal Dispute Resolution process.

We will respond to Your dispute within 15 business days of Your request to review our decision provided we have all necessary information and have completed any investigation required. If we cannot meet this timeframe because additional information or investigation is required, we will seek to agree an alternative timeframe with You. We will keep You informed of the progress of Your dispute at least every 10 business days unless otherwise agreed.

If You are still not satisfied with our response or we cannot agree on reasonable alternative timeframes, You can refer the matter to the External Dispute Resolution.

### **Stage 3 – External Dispute Resolution**

You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time and if we are unable to resolve Your complaint within 45 calendar days from the date You first made Your complaint.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

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

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

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

### **Financial Claims Scheme**

Zurich and CGU are insurance companies authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich and CGU are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at <http://www.fcs.gov.au>.

### **Headings**

Headings have been included for ease of reference, but do not form part of the policy.

### **Updating this PDS**

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Your Removal Company or us by using the contact details on the back cover of this document. Please note that we may also choose to issue a new PDS or supplementary PDS in other circumstances.

# Customer Goods In Transit and Storage Insurance Cover

Each Insurer will provide the cover specified as insured by that Insurer in the Certificate of Insurance in the terms set out in this PDS.

## 1. Definitions

When used in this PDS, or the Certificate of Insurance, the following definitions will apply:

### 1.1 Accidental

Accidental means an event that is not intended or expected to happen and is an unintended, unforeseen, unlooked for happening or mishap, which could not reasonably be expected nor designed by You or the Removal Company who has actual knowledge of the means of transportation of Your Goods.

### 1.2 Certificate of Insurance

Certificate of Insurance means the document provided to the Customer setting out details of the Customer Goods in Transit Insurance.

### 1.3 Customer

Customer means a person who requests insurance cover under the policy and pays the Insurance Charge specified in the Certificate of Insurance. Customers are third party beneficiaries under the policy in accordance with Section 48 of the Insurance Contracts Act 1984 (Cth).

### 1.4 Customer's Goods or Your Goods

Customer's Goods or Your Goods means physical property which a Customer has asked the Removal Company to move and/or store including:

- (a) Household goods and personal effects of every description including antiques, works of art, fine art, jewellery, motor vehicles, motor bikes, boats, trailers, caravans, removal and shipping costs for such items; and
- (b) Office, hotel, factory and any other business contents of every description including computers and all ancillary equipment, plant and machinery.

### 1.5 Removal Company

Removal Company means the removal company and all its associated and subsidiary or nominated companies, sub-contractors (and their employees) and any freight forwarder, shipping company or airline, rail company and any other agent(s) and subcontractor(s) with whom the removal company has contracted to move a Customer's Goods. The removal company is the Coverholder.

### 1.6 Storage

Storage means:

- (a) any storage of a Customer's Goods at the Customer's request in an authorised warehouse or compound by the Removal Company; and
- (b) in respect of overseas transit, storage prior to, during, or after Transit is covered for a maximum of 30 days at uplift and 60 days after arrival of the ship at destination. Subject to payment of an additional charge the policy can be extended for further periods by giving notice to the Removal Company prior to expiry of the agreed storage period.

### 1.7 Transit

Transit means all conveyances including road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when a Customer's Goods are first moved and/or uplifted within the house, office, hotel, factory or any other business by the Removal Company for the purpose of transit and ceases when a Customer's Goods are last moved by the Removal Company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of a Customer's Goods by the Removal Company at uplift or delivery and any storage which is incidental to the transit.

### 1.8 You or Your

You or Your means the Customer.

## 2. Risks Covered

Where the Customer has requested the Removal Company to insure the Customer's Goods, depending on the risks and period of cover and basis of settlement selected by the Customer, this policy insures the Customer's Goods as set out below:

### 2.1 Full Cover

Full Cover insures all Accidental loss or damage to the insured Customer's Goods during Transit from any external cause including Accidental damage during packing, loading and unloading by the Removal Company or its representatives, except where such loss or damage is excluded in Clause 4. "Exclusions From and Limitations on Cover". However, regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

### 2.2 Restricted Cover

Restricted Cover insures loss or damage to the Customer's Goods during Transit resulting from:

- (a) Fire, explosion, lightning or flood;
- (b) Overturning, jackknifing and/or derailment of conveyance;
- (c) Collision of vessel, aircraft or conveyance;
- (d) Crashing or forced landing of any aircraft;
- (e) Stranding, sinking, or contact of vessel with any external object other than water;
- (f) Entry of water into any vessel, hold, container liftvan or place of storage;
- (g) Discharge of goods at a port of distress;
- (h) Jettison of goods from a vessel; or
- (i) Theft, Pilferage or Non delivery of an entire package or item.

### 2.3 Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

- (a) Fire, lightning;
- (b) Aircraft;
- (c) Earthquake;
- (d) Storm and tempest, flood, water from fixed pipes or systems;
- (e) Riots, strikes and civil commotion;
- (f) Explosion and impact damage; or
- (g) Burglary – Limited to \$25,000 per customer.

### 2.4 Additional Benefits Covered

In addition to the cover set out above under Full Cover and Restricted Cover:

#### 2.4.1 General Average

In relation to transit by sea, You are covered for general average including salvage charges, adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

#### 2.4.2 Temporary Accommodation

Where loss or damage occurs as a result of an insured risk under the policy and as a result the insured Customer's Goods have not been delivered to the residential destination by the contracted delivery date, the policy will cover the reasonable cost of temporary accommodation costs of \$200 per day and will cease at either the delivery of the goods to the destination or a maximum period of 30 days whichever occurs first. This payment will be in addition to the total declared value.

### 3. Basis of Settlement

Depending on the Basis of Settlement selected by the Customer, if loss or damage occurs as a result of an insured risk, the Insurers will pay the Replacement Cost or Market Value as applicable, up to the declared value of any item (and subject to the restrictions set out below):

#### 3.1 Replacement Cost

Replacement Cost means:

- (a) In the event of damage, the reasonable cost of repairs or restoration.
- (b) For any items lost or totally destroyed, full replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value.

Regardless of which Basis of Settlement is selected, the Insurers will only pay Market Value for the following items:

- (i) computers and computer accessories;
- (ii) clothing; and
- (iii) motor vehicles, motor bikes, caravans, boats and trailers.

#### 3.2 Market Value

Market Value means:

- (a) in the event of damage, the reasonable cost of repairs or restoration; or
- (b) for any items lost or totally destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

#### 3.3 Office, hotel, factory and any other business goods including plant and machinery

For office, hotel, factory and any other business goods, including plant and machinery, the Insurers will only pay:

- (a) the lesser of the invoice value or the market value of the goods at the time of loss; and
- (b) agreed charges for insurance, packing and freight.

#### 3.4 Pairs and sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, unless otherwise agreed and noted in the Certificate of Insurance, the policy only covers the lost or damaged part or parts. The Insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value.

#### 3.5 Antique(s), works of art and fine art

For antique(s), works of art and fine art, the Insurers will only pay the reasonable costs of repair and will not pay any depreciation or loss of value caused by the loss or damage. In addition to this, should there be any depreciation or loss of value as a result of the repairs, subject to an independent and approved valuation, the Insurers will pay a maximum amount of 10% of the declared value of the item for any depreciation or loss of value.

#### 3.6 Excess

The Removal Company must pay the first amount of the Removal Company Excess shown in the Certificate of Insurance in respect of any one claim in accordance with the policy and the Customer must contribute the Customer Excess shown in the Certificate of Insurance.

## 4. Exclusions From and Limitations on Cover

### 4.1 Motor vehicles

The policy does not cover motor vehicles or motor bikes while they are being driven under their own power unless they are being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent's premises.

### 4.2 Valuables

The policy does not cover loss or damage to any antique, curio, piece of jewellery, plate, precious object, work of art, fine art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the Removal Company, the value of which exceeds \$1,000 (or other agreed limit noted on the Certificate of Insurance) unless each item is specifically declared and valued on the list of items to be insured on the Insurance Declaration.

### 4.3 Owner packed cartons

Non-delivery of an owner packed carton is limited to \$500 per carton unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of the Transit. Regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

### 4.4 Exclusions

4.4.1 The policy does not cover loss or damage or expense caused by:

- (a) delay, loss of use of property or any other form of consequential loss of any description;
- (b) loss of data of any description from computer hardware or software;
- (c) confiscation or detention by customs or other official or authorities;
- (d) wear and tear, moths, vermin, infestation, corrosion, contamination or deterioration;
- (e) mould, mildew or fungus;
- (f) atmospheric or climatic conditions unless agreed and noted on the Certificate of Insurance;
- (g) inherent vice or nature of the subject matter or vibration;
- (h) mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred unless agreed and noted on the Certificate of Insurance; or
- (i) nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

4.4.2 The policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the Customer's Goods caused by any terrorist or any person acting from a political motive, from when the Customer's Goods are first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the Customer's Goods are last moved in being delivered at the destination, or at any earlier point where the ordinary course of Transit is interrupted by the Customer.

4.4.3 This policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease, or
- (b) any property insured hereunder that is affected by such Communicable Disease.

For the purposes of this clause, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

and includes, but is not limited to, a disease that is or becomes listed on the National Notifiable Disease List and/or is or becomes a temporary addition to the National Notifiable Disease List and/or has or could give rise to a public health event of national significance and/or is or becomes a listed human disease (where National Notifiable Disease List means the list established and in force from time to time under section 11 of the National Health Security Act 2007 (Cth) and listed human disease has the meaning given by section 42 of the Biosecurity Act 2015 (Cth), or in each case any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia).

## 5. Claims Procedure

- 5.1 As soon as possible after the happening of any event which may give rise to a claim under the policy, the Customer must:
  - (a) take all reasonable steps to prevent any further loss or damage;
  - (b) note details of any loss or damage on the Removal Company's inventory and/or condition report;
  - (c) contact the Removal Company to notify the claim; and
  - (d) within 30 days of receipt of the goods or any extension period agreed by the Removal Company lodge a claim with the Removal Company (using any form provided by the Removal Company).
- 5.2 The Customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the Removal Company or the Insurers.
- 5.3 The Removal Company or the Insurers, at its or their expense, may appoint a loss assessor to inspect damaged goods.
- 5.4 The Removal Company may settle claims under this policy under instructions from the Insurers. If the claim is for more than the amount of the Removal Company Excess shown in the Certificate of Insurance, the Removal Company must send to the applicable Insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

## 6. Special Conditions

### 6.1 Goods and Services Tax

If the Customer is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the Insurers will pay the Customer for that GST liability.

However:

- (a) where the Insurers make a payment under the policy for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer is or will be or would have been entitled under the Goods and Services Tax Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made.
- (b) Where the Insurers make a payment under the policy as compensation for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer would have been entitled to under the Goods and Services Tax Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

### 6.2 Termination of Authorised Representative Agreement

In the event that the Removal Company's authorised representative agreement is terminated by its financial services licensee for any breach in that arrangement as a result of the Removal Company:

- (a) breaching any laws, regulations and codes of practice which apply to general insurance;
- (b) being the subject of a banning order or disqualification from providing financial services;
- (c) committing any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures with which the licensee and / or the Australian Furniture Removers Association from time to time requires the Removal Company to comply;
- (d) acting in a manner which is unprofessional, unethical or likely to harm the professional standing of the licensee;
- (e) undergoing a material change in its management, control or beneficial ownership;
- (f) going into liquidation or having a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becoming bankrupt- immediately; or
- (g) being an individual dying or suffering permanent and total disablement,

the Insurers agree to manage and settle direct with the Customer all claims outstanding or which become payable under the policy had it not been for the termination of the agreement. The Insurers further agree to pay to the Customer all amounts without reference to the Removal Company Excess stated in the Certificate of Insurance. The Insurers will deduct from the final agreed amount, the Customer Excess nominated in the Certificate of Insurance or this Product Disclosure Statement.

For all amounts paid under this Condition by the Insurers below the Removal Company Excess, the Insurers shall be entitled to any rights and remedies or relief to which they may become entitled by subrogation against the Removal Company or any corporation or organisation (including its directors, officers) owned or controlled by any Insured named in the policy or subsidiary to any Insured named in the policy excluding Customers.

### 6.3 Loss of Customer's Pre-Paid Removal Costs and Pre-Paid Removal Deposits

In the event that:

- (a) a Customer of the Removal Company has pre-paid their removal costs or pre-paid a deposit for their removal costs to the Removal Company prior to commencement of the uplift and transportation of the Customer's Goods; and
- (b) the Customer has insured and nominated the removal and freight cost on their Insurance Declaration; and
- (c) the Removal company is placed into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual becomes bankrupt, where the Removal Company does not perform the removal,

then the Insurers will refund to the Customer any such pre-paid amounts.

#### **6.4 Mitigating Actions**

In case of actual or imminent loss or damage, it shall be lawful and necessary for the removal company or Insurer, their factors, servants or assigns, to take steps to mitigate loss for in and about the defence, safeguard and recovery of the Customer's Goods, or any part of it, without prejudice to this insurance nor shall the acts of the Removal Company or the Insurers in recovering, saving and preserving the Customer's Goods in case of loss or damage, be considered a waiver of acceptance of liability, and for charges in respect of such acts, the Insurers will contribute according to the rate and quantity of the insured value stated in the Insurance Declaration.

#### **6.5 Reasonable Care**

The Customer must take all reasonable care to prevent or minimize any loss or damage covered under the policy.

#### **6.6 Subrogation**

The Insurers are entitled to exercise any rights the Customer may have against anyone else in relation to goods in respect of which the Insurers have paid any amount under the policy. The Customer and anyone else entitled to claim under the policy must cooperate fully with the Insurers in exercising those rights and must give the Insurers any information or assistance they may require.

#### **6.7 Salvage in the Event of a Constructive or Total Loss**

Where the Insurers or the Removal Company pay a claim in full for an item under the policy as a constructive or total loss for either its declared or market value, the Insurers or the Removal Company are entitled to take possession of the item and retain any salvage value. In the event that this right is exercised it is agreed that the Customer will have automatic first choice to purchase the salvaged item.

#### **6.8 Date of Loss Customer's Goods – Storage**

In respect of Customer's Goods in Storage the date of loss or damage will be deemed to be the date the loss or damage was discovered and will attach to the Coverholder's policy which is current at the time of the discovery of the loss or damage.

#### **6.9 Storage Insurance Cancellation**

Storage insurance may be cancelled by the Customer at any time on giving written notice to the Removal Company. Such cancellation shall become effective on the day on which the written notice of cancellation is received by the Removal Company.

#### **6.10 Proper law and jurisdiction**

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

References to any Commonwealth, State or Territory Acts including any quoted Sections of same, when used within this policy will also include any subsequent amendment, replacement or successor legislation of those Acts and/or Sections references.

#### **6.11 Sanctions regulation**

Notwithstanding any other terms or conditions under this policy, the Insurers shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions, law or regulation.

### **6.12 Applications for Cover**

It is a condition of provision of cover in respect of a Customer under this policy that the Removal Company obtain an Insurance Declaration from each Customer, in the form the Insurers make available, before cover is provided to that Customer and the Insurers will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer other than as set out in Special Condition 6.13 Errors and Omissions. For these purposes the Insurers will treat a Customer as if they did owe a duty of disclosure to the Insurers and, without limitation, will exercise any powers in respect of non-payment of benefits or cancellation of cover which the Insurers could exercise under law if a Customer did owe the Insurers a duty of disclosure.

### **6.13 Errors and Omissions**

If there is any error or omission by the Coverholder in the making of any declaration or issuing the standard terms and conditions or insurance conditions of the removal contract, the Customer's Goods shall automatically be covered by this policy, provided the error or omission is advised to the Insurers immediately it comes to the Coverholder's knowledge. In this event, this policy will only insure the liability of the Coverholder as if the goods were carried under the Coverholder's standard removal contract and/or insurance conditions.

**Zurich Australian Insurance Limited**

ABN 13 000 296 640, AFS Licence No: 232507  
Head Office: 118 Mount Street, North Sydney NSW 2060

Client enquiries  
Telephone: 132 687  
[www.zurich.com.au](http://www.zurich.com.au)

