

**QBE Insurance (Australia) Limited** 

# **MoveSure Home Contents in Transit**

Product Disclosure Statement and Marine Insurance Policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是 不受保项目,以及你方和我方的责任条款。你必须要了解後才能决定这 项保险是否能满足你的需要。如果你不能阅读和理解英文,请向能帮助 你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، نشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى النزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是 不受保項目,以及你方和我方的責任條款。你必須要了解後才能決定這 項保險是否能滿足你的需要。如果你不能閱讀和理解英文,請向能幫助 你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, Terms and Conditions of the Policy, including when you are not covered and obligations attaching to this Policy. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any changes or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

#### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

Your financial services provider. The contact details for your financial services provider are set out in the financial services guide or other documentation they give you.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

QBE by sending an email to marineclaims@qbe.com.

## **About QBE**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

# About Australian Risk Applications Pty Limited (AustRisk)

AustRisk is a modern day niche risk and insurance facility manager, focusing on innovative Marine, liability and selfinsurance solutions for:

- Cargo owners (importers, exporters and local distributors)
- Fresh produce exporters and distributors
- Customs brokers, freight forwarders, couriers, removalists and the like
- Commodity traders
- Boat builders, boat owners and ship repairers
- Banks and/or financial institutions assisting companies with international trade
- Insurance brokers requiring specialist skills
- Medium to large companies requiring self insurance services.

## **General Information**

## Significant benefits and features

We believe the most significant benefit of this insurance Policy is:

(a) Loss or damage to your property in transit following removal by professional removalists.

The following additional benefits are included at no extra cost:

- (b) Your property (excluding Motor Vehicles, Motor Cycles and Watercraft) is insured for full replacement value, regardless of age, but limited to the sum insured stated in the Policy Schedule;
- (c) Financial Default of removalist.

The following additional cover extensions you can obtain on request for an additional cost:

- (d) loss or damage to your property while in storage during the removal;
- (e) loss or damage to your property caused by Mechanical, Electrical and/or Electronic Derangement;
- (f) loss or damage to your property caused by Mould and Mildew damage;
- (g) Pairs and Sets extension clause.

## The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

- (a) where an excess applies, that amount will be deducted from the claim settlement. The excess amount payable will be shown in the Policy Schedule;
- (b) if you do not comply with any Policy conditions detailed within this Policy.

## **Significant risks**

#### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part one of this booklet) and the Policy terms and conditions (Part two of this booklet) carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

#### Your sum insured may not be adequate

The maximum amount we will pay under this Policy will not, under any circumstances, exceed the total sum insured or any specified sum insured for an item.

#### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, or if you make a fraudulent claim.

## The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- (a) sum insured;
- (b) if your household contents include valuable items such as paintings, works of art and antiques;
- (c) distance of transit;
- (d) if extended storage is required during the transit.

Premium payments are made prior to the commencement of the Policy. You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

## **Taxation implications**

#### Goods and Services Tax (GST)

The Policy has provisions relating to GST. In summary, they are as follows, but please read the provisions in full. They can be found in the terms and conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the maximum amount we pay.

#### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## **Cancelling your Policy**

#### How you may cancel this Policy

You may cancel this Policy at any time prior to any removal of your insured property taking place, by giving notice to your financial services provider. You cannot cancel this Policy once any removal has commenced.

Provided the Policy is cancelled prior to the removalist starting to pack or move the insured property, we will refund to you the premium. The amount of the premium we refund to you will be less any non-refundable government fees, duties or charges.

If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

#### How we may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We will give you this notice in person or send it to your address (including an electronic address) last known to us.

## **Cooling off period**

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within 21 days from the date the Policy commenced. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

If your Policy is for an event that will start and finish within the 21 days cooling off period, you can only exercise your right before the event starts, or on expiry of the cooling off period, whichever is the earlier. For example, for this home contents in transit removals insurance, the commencement of the transit is the event.

## **Duty of disclosure**

Before you enter into an insurance contract, you have a duty, under both the *Insurance Contracts Act 1984* (Cth) and the *Marine Insurance Act 1909* (Cth), to tell us anything that you know, or could reasonably be expected to know, that 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, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

#### If you do not tell us something

Where the Marine Insurance Act 1909 (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the contract from its beginning.

Where the Insurance Contracts Act 1984 (Cth) applies:

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.

## **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

### **Privacy**

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

### **Complaints**

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

#### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

#### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

#### **Step 3 - Internal Dispute Resolution**

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

#### Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

# Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care		
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).	
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.	
Email	complaints@qbe.com, to make a complaint	
	<ul> <li>privacy@qbe.com, to contact us about privacy or your personal information</li> </ul>	
	<ul> <li>customercare@qbe.com, to give feedback or pay a compliment</li> </ul>	
Post	Customer Care, GPO Box 219, Parramatta NSW 2124	

How to contact AFCA		
Phone	1800 931 678 (free call)	
Email	info@afca.org.au	
Online	www.afca.org.au	
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001	

How to contact the OAIC	
Phone	1300 363 992
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

## **Financial Claims Scheme**

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

Но	How to contact APRA	
Ph	ione	1300 558 849.
		Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Or	nline	www.apra.gov.au/financial-claims-scheme-general- insurers

## **Policy Wording**

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## **Our agreement**

This Policy and the Policy Schedule we issue you are evidence of your legal contract with us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, for the nominated transit shown on your Policy Schedule.

The excess set out in section 6 "What you must pay if you make a claim" applies to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in section 7 "When you are not covered" and conditions in section 8 "General Conditions" apply to the cover as detailed in section 3 "Comprehensive Cover" and Section 4 "Further cover that automatically applies".

#### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

## Paying your premium

You must pay your premium prior to moving of your property. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or Term	Meaning
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Damage	any form of physical harm to the insured property but does not include wear and tear or anything that was present before this Policy came into force.
Excess	an excess is the amount you pay whenever you make a claim.
Insured property	your personal property as listed as the interest insured on your Policy Schedule. This definition does not include:
	<ul> <li>(a) cash, credit cards, bank notes, stamp or coin collections, deeds or securities, tickets, travellers' cheques;</li> </ul>
	<ul> <li>(b) jewellery, watches, bullion, precious gems or metals or other similar valuable items;</li> </ul>
	(c) living plants;
	(d) pets of any kind.
Period of insurance	the period for which the cover under your Policy is in force. You will find your period of insurance set out in The Cover section and your Policy Schedule.
Policy Schedule	the most recent document we give you. We give you a Policy Schedule when you:
	<ul> <li>first buy the Policy from us;</li> </ul>
	<ul> <li>change any part of the Policy; or any personal details relevant to it.</li> </ul>
Premium	the amount you pay for the insurance provided by this Policy.
Sum insured	the amount we cover your insured property for and is the total value for all your items you have specified. This amount is described as 'Sum insured' in your Policy Schedule.
We/our/us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You or your	any of the person or persons named as the insured in your Policy Schedule. If more than one person is named as the insured in the Policy Schedule, we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

## **The Cover**

Based on the information provided by you, the Policy Schedule describes who is insured, what property is covered and the values (in Australian Dollars) for which insurance cover is provided.

#### The period of insurance is:

The Insurance starts when the removalist commences packing or moving the insured property and ceases when the insured property has arrived at the address you specified and it has been unpacked by the removalist, provided the unpacking is completed within 30 days. If you decide to move your property to a storage, the insurance remains in force for up to 30 days in store and ceases after the 30th day. If the property is in store for more than 30 days, the insurance ceases after the property has been in store for 30 days, unless the Policy has been extended to cover a longer period of storage, and it is shown in your Policy Schedule.

However, should you elect to store your property for an extended period then this can be arranged by specifying to the removalist that such cover is required. If the warehouse facility is not an approved location provided by the removalist then this insurance cover will cease. Please ensure that you notify the removalist that you require this cover as deliberate storage cover is not automatically included.

#### 1. Comprehensive cover

#### 1.1 Removalist packed property

#### 1.1.1 All property except motor vehicles

If the insured property is professionally packed, the property is covered for physical loss, destruction or damage caused by:

- (a) accident;
- (b) the deliberate act of a third party; and
- (c) the carrier during packing or unpacking.

#### 1.1.2 Motor vehicles

If the insured property includes motor vehicle(s), the motor vehicle(s) are covered for physical loss, destruction or damage caused by:

- (a) accident; and
- (b) the deliberate act of a third party.

However, this Policy does not cover the motor vehicle(s) while they are being driven under their own power except while being driven by an employee of the carrier or their agent for the purposes of loading or unloading.

#### 1.2 Owner packed property

If the insured property is owner packed, the property is covered for physical loss, destruction or damage caused by:

- (a) accident;
- (b) the deliberate act of a third party; and
- (c) the carrier during packing or unpacking.

However, where the insured property is owner packed, this Policy does not cover:

- (a) theft;
- (b) pilferage; or
- (c) non-delivery of items;

unless a detailed carton inventory has been provided to us prior to commencement of transit.

## **Optional benefits**

Only when it is specified in the Policy Schedule that the policy includes the following optional extensions, cover is extended as follows:

## Electrical, Mechanical and Electronic Failure Extension Clause

This policy is extended to include loss or damage to your insured property caused by electrical, mechanical and electronic failure. You must instruct the removalist that they elect this cover, on the proposal form, prior to commencement of the transit. The removalist must certify that your insured property is in working order prior to uplift of the consignment from the origin address. The maximum we will pay is AU\$15,000 any one consignment in total for all claims that arise from any one accident.

#### Mould and Mildew Extension Clause

This Policy is extended to include loss or damage to your insured property caused by mould and mildew due to atmospheric and climatic conditions. You must instruct the removalist that they elect this cover, on the proposal form, prior to commencement of the transit. The removalist must certify that your insured property is in good condition prior to uplift of the consignment from the origin address. The maximum we will pay is AU\$25,000 any one consignment in total for all claims that arise from any one accident.

#### Pairs and Sets Extension Clause

This Policy is amended to delete the Pairs and Sets clause listed under the Cover Limitations section of the Policy. You must instruct the removalist that they elect this cover, on the proposal form, prior to commencement of the transit. The removalist must certify that your insured property is in good condition prior to uplift of the consignment from the origin address. The maximum we will pay is AU\$25,000 any one consignment in total for all claims that arise from any one accident.

### When you are not covered

These general exclusions apply to all sections of this Policy.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from or resulting from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- (f) any chemical, biological, biochemical, or electromagnetic weapon.

This Policy also excludes any loss, destruction, damage, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

#### Additional exclusions applying to this Policy

This Policy does not cover loss or damage caused by:

- (a) delay;
- (b) your misconduct, or intentionally caused by you or any person acting with your expressed or implied consent;
- (c) ordinary wear and tear;
- (d) the nature of the property (e.g. metal rusting), unless caused by an insured event;
- (e) moths, insects, rats or other vermin;
- (f) reduction in value of the insured property due to repairs;
- (g) legal seizure of your property;
- (h) existing damage prior to this Policy being taken out;
- (i) nuclear or atomic contamination;
- (j) property already unpacked at the specified destination address;
- (k) electrical and/or mechanical and/or electronic failure unless it is caused by visible external physical damage to the item; unless you pay an additional premium and we agree to provide the optional electrical, mechanical and electronic failure extension clause;
- mould or mildew due climatic or atmospheric conditions or extremes in temperature unless you pay an additional premium and we agree to provide the optional mould and mildew extension clause.

#### Labour shortage

The absence, shortage or withholding of labour of any description resulting from any strike, lockout, labour disturbance, riot or civil commotion.

#### **Excluded Property Clause**

This policy does not cover loss of or damage to:

- (a) cash, credit cards, bank notes, stamp or coin collection, deeds or securities, tickets, travellers' cheques, jewellery and watches;
- (b) antiques, fine art, oriental rugs, silverware and collectibles unless specified and valued on the inventory and provided the amount insured does not exceed AU\$5,000 any one individual item;
- (c) designs, patterns, plans and manuscripts;
- (d) foodstuffs and beverages;
- (e) pets, livestock, bloodstock, live plants and flowers;
- (f) motor vehicles, trailers and watercraft unless a preshipment report has been issued.

#### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

## Motor Vehicle, Motorcycle and Watercraft exclusion clause

This insurance does not cover loss or damage to motor vehicles, motorcycles and watercraft:

- (a) whilst being operated under their own power or while being towed upon their own axle or upon the trailer to which they are secured unless at the time of loss they are being stuffed into or de-stuffed from a closed shipping container;
- (b) caused by the freezing of water in the motor vehicle's, motorcycle's or watercraft's radiator, heating or cooling system.

#### Owner packed goods clause

Cover does not include theft or non-delivery of items unless a detailed carton inventory has been provided prior to commencement of transit.

#### Sanction limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

#### **Terrorism exclusion**

This 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, unless caused by a terrorist or any person acting from a political motive while the insured property is in transit.

For the purposes of this clause, terrorism means any act(s) of any person(s) or organisation(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 organisation(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 your property caused by any terrorist or any person acting from a political motive, from when your property is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when they are last moved in being delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by you.

#### Cyber

The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

#### Communicable diseases

- This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. 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

2.2. 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

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## **General conditions**

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim;
- cancel your Policy.

#### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times
- providing us with relevant information and documents we may reasonably ask for, such as proof of purchase or repair quotes, if needed
- telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- attending one or more interviews about the claim if we ask you to
- appearing in court and giving evidence if needed
- responding to our requests as soon as possible

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, repairers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

#### **Cancelling your Policy**

#### How you may cancel this Policy

You may cancel this Policy at any time prior to any removal of your property taking place, by giving notice to your financial services provider. You cannot cancel this Policy once any removal has commenced.

Provided the Policy is cancelled prior to the removalist starting to pack or move the insured property, we will refund to you the premium. The amount of the premium we refund to you will be less any non-refundable government fees, duties or charges.

If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

#### How we may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

#### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We may not pay or your claim may be reduced for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- Your failure to prevent damage to property insured, as well as to others and their property;
- Your failure to minimise the cost of any claim under your Policy.

### **Changing your Policy**

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it;
- we give you a new Policy Schedule detailing the change.

#### Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

#### Other interests

You must not transfer any interests in your Policy without our written consent.

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

#### Paying your premium

We will let you know how much premium you need to pay us, how to pay it and when. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

#### Pre-shipment condition and valuation survey

For motor vehicles, motorcycles, boats, caravans and trailers, we require an independent pre-shipment survey to record the condition and current market value.

#### **References to legislation**

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

#### When your property arrives

When your property is delivered to you at your new home, you will be asked to sign a delivery docket stating that it has been received and that there is nothing missing or damaged. You should not sign this unless you are satisfied that all your property has been received and is in good order. If you don't have sufficient time to check all your property, you can sign the delivery docket, but endorse it with the words 'Subject to checking when unpacked'.

#### **Claims**

#### What you must do

If you notice any of your property to be missing, or damaged, either on delivery or shortly afterwards, you must as soon as possible:

- (a) take whatever steps are reasonably necessary to prevent further loss or damage;
- (b) advise the removalist who delivered your goods;
- (c) complete the claim form which forms part of the set of documents given to you by the removalist;
- (d) do not repair or replace anything until you have obtained our approval (which will not be unreasonably withheld).

#### What happens next

We will contact you and advise you what to do next. You may be asked to provide such things as shipping documents and repair/replacement quotations.

When you have completed the claim form, answered any questions we may have asked and supplied the documents we may have requested, we will consider the best way to handle your claim.

It may be that we do not consider the loss or damage is covered by this Policy. Whatever our decision, we will write to you and clearly explain our reasons.

## How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

#### What can affect a claim

We will reduce the amount of a claim by the excess(es) shown in the Policy terms and conditions or on the Policy Schedule.

We may reduce or refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy, even if it is covered under more than one part of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- (a) it is in any way fraudulent;
- (b) any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

#### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

#### **Financial default clause**

The insolvency of the removalist will not preclude your right to claim under this Policy including any amount payable by the removalist under the excess clause of the Policy.

#### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

#### Pairs and sets clause

Where any item is part of a pair or set, if we can't repair the item or it can't be replaced because:

- we're unable to reasonably match it; or
- the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment),

you can choose to either:

- surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or
- keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).

#### Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you will not hold them responsible then, to the extent we've been prejudiced by this act, we will not cover you for that loss, damage or liability.

#### Providing proof or evidence

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts;
- warranty books;
- valuation certificates.

A valuation certificate is necessary to substantiate values for items such as paintings, antiques, works of art or any other item which cannot be readily purchased in normal retail outlets.

#### Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

#### The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

- where an excess applies, that amount will be deducted from the claim settlement. The excess amount payable will be shown in the Policy Schedule;
- if you do not comply with any Policy conditions detailed within this Policy.