

Home Removals Insurance

Product Disclosure Statement



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Welcome to Zurich

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507, a subsidiary of Zurich Financial Services Australia Limited (ZFSA). In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (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.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning *you* should refer to the Definitions section of this document from page 12 to obtain the full meaning of such terms.

How to apply for this insurance

Throughout this document when referring to *your* insurance broker or adviser, we may refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all of the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

Our Home Removals Insurance

Zurich Home Removals Insurance is designed for domestic removals either within Australia or from Australia to selected destinations overseas. The policy cover can be customised to meet *your* needs. The available options are as follows:

Platinum cover

For *goods* loaded into a container or conveyance and transported by *carriers* only, this cover provides:

- cover for accidental damage to *your goods*;
- cover for malicious damage to *your goods*;
- delayed unpacking 60 days;
- temporary accommodation 60 days;
- mechanical electrical breakdown;
- loss of software; and
- pairs and sets.

Gold cover

For *goods* loaded into a conveyance and transported by *carriers* only, this cover provides:

- cover for accidental damage to *your goods*;
- cover for malicious damage to *your goods*;
- delayed unpacking 30 days; and
- temporary accommodation 30 days.

Silver cover

For *goods* packed or moved by *you*, or by a *carrier*, this cover provides:

- cover for damage to *your goods* caused by fire, explosion, lightning or flood;
- cover for damage to *your goods* caused by collision, overturning or jackknifing; and
- cover for damage to *your goods* caused by grounding, sinking or capsizing.

Premiums may be subject to Commonwealth and State taxes, charges and duty (including Goods and Services Tax). The premium payable by *you* and the amount of these taxes, charges and duty (if any) will be shown in the *schedule*.

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 to purchase our product. These things 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 *your* sum insured shown in *your schedule* or some other amount, factor or item specified in the relevant clause of this document.

You should be aware of the following matters in considering whether this product is suitable for *your* needs.

Basis of settlement

Under 2.2 'Basis of valuation' we explain how *your goods* will be valued in the event of a loss. The agreed value of the *goods*, with some exceptions as outlined in clauses 2.2.1, 2.2.2 and 2.2.3, is new for old. Please refer to page 11 for full details.

Excesses can apply

When *you* make a claim under this policy *you* may be required to pay an *excess*. An *excess* is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

The amount of *your excess* is shown in *your schedule* and *you* must pay this amount in the event of any claim.

Upon acceptance of *your claim you* will be required to pay the amount of *your excess* either to us or to the repairer. We will advise *you* to whom *your excess* must be paid.

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 caused by:

- delay;
- wear and tear, moth, vermin, normal atmospheric or climactic conditions or inherent vice;
- mechanical, electrical or electronic breakdown or malfunction of *goods* where there is no external evidence that an event insured against has occurred, unless Platinum cover is selected;
- loss of data from any computer hardware or software.

Some of the exclusions may be less common. Before making a decision to purchase this policy *you* should read the full details of all exclusions contained in the policy wording. Some exclusions may not be relevant to *you*, however *you* should be aware of all the exclusions. Please refer to 6. 'Exclusions' on page 14.

Terms and conditions

Terms and conditions applicable to *your policy* set out *your* obligations with which *you* need to comply. Please refer from page 11.

You should be aware of all the terms and conditions that apply to this policy. If *you* do not meet the terms and conditions we may be able to decline or reduce any claim payment or cancel *your* policy.

Make sure you have the cover you need

You should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses yourself.

If *you* do not chose appropriate amounts that allow for the correct value of *your goods* *you* may be under insured when *you* make a claim.

Change of circumstances

You should also advise *your* intermediary to notify us as soon as possible when *your* circumstances change if they are relevant to *your* policy. For instance, if *you* change the destination *your goods* are to be delivered to or *you* purchase additional *goods*. If *you* do not tell *your* intermediary of these changes, in the event of a claim *your* sum insured may not be adequate to cover *your* loss, or *you* may not have any cover under *your* policy.

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 of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask *you* questions that are relevant to our decision to insure *you* and on what terms, *you* must tell us anything that *you* know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure *you*.

If you do not tell us something

If *you* do not tell us anything *you* are required to tell us, 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 you

This policy is a contract of insurance between the *insured* and Zurich 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 *you* provide to us when applying for insurance cover;
- the most current policy *schedule* issued by us. The *schedule* is a separate document unique to the *insured*. It includes any changes, Exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written changes advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only those covers shown in the *schedule* are insured. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

How we calculate your premium

The amount we charge *you* for *your* policy is made up of the premium and any government taxes and charges applicable. The premium is the amount we have calculated to cover the risk of insuring *your goods*. The premium 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 premium will be. Based on our expertise as an insurer we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

We calculate *your* premium on the basis of the information we receive from *you* when *you* apply for insurance. Some of the factors impacting the premium are:

- the level of cover *you* have chosen – Platinum, Gold or Silver cover;
- the sum *you* have selected to insure *your goods* for – a higher sum insured will attract a higher premium than a lower sum insured;
- the destination *your goods* are delivered to – countries, or areas, of low risk for insured events (such as flood or terrorism) attract a lower premium than countries of areas of high risk for insured events;
- the distance *your goods* are transported – longer distances will attract a higher premium than shorter distances; and
- the length of any period *you* elect to *store your goods* – shorter *storage* periods will attract a lower premium than longer periods.

Premiums may be subject to Commonwealth and State taxes, charges and duty (including Goods and Services Tax (GST)). The premium payable by *you* and the amount of these taxes, charges and duty will be shown in the *schedule*.

How to pay your premium and what happens if you don't pay

Premiums are charged and are payable before the transit of *your goods* commences. If *you* do not pay *your* premium by this date *you* may not have any cover and we may refuse to pay a claim. *Your* intermediary can tell *you* what other methods may be available to make *your* premium payment.

Taxation information

We show all taxes and charges as separate items on all *schedules* (for example GST and stamp duty). Details about GST as it relates to claims payments are shown in the policy wording under 7.6 'Payments in respect to Goods and Services Tax'.

How to make a claim

If *you* need to make a claim against this policy, please refer to page 18 'Claims procedure' under Claims conditions. If *you* have any queries please contact *your* intermediary as soon as possible or call us on 132 687.

Privacy

Zurich is bound by the Privacy Act 1988. 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, 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, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your details* are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your details* or make a complaint.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists you 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 your intermediary to initiate the complaint with us. If you are unable to contact your intermediary you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Financial Ombudsman Service (FOS) Australia, an independent and external dispute resolution scheme. The FOS Australia is free of charge to you. FOS Australia contact details are:

The Financial Ombudsman Service
Freecall: 1800 367 287 or 1800 FOS AUS
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
Email: info@fos.org.au

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we 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 intermediary 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.

Benefits of cover available

The following table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each clause for full details of coverage.

Summary of covers available	Benefits of cover available	Page No
Damage to goods, Platinum cover	<p>For <i>goods</i> loaded into a container or conveyance and transported by <i>carriers</i> only, this cover provides</p> <ul style="list-style-type: none"> cover for accidental damage to <i>your goods</i> cover for malicious damage to <i>your goods</i> delayed unpacking 60 days temporary accommodation 60 days mechanical electrical breakdown loss of software pairs and sets 	9
Damage to goods, Gold cover	<p>For <i>goods</i> loaded into a conveyance and transported by <i>carriers</i> only, this cover provides</p> <ul style="list-style-type: none"> cover for accidental damage to <i>your goods</i> cover for malicious damage to <i>your goods</i> delayed unpacking 30 days temporary accommodation 30 days 	10
Damage to goods, Silver cover	<p>For <i>goods</i> packed or moved by <i>you</i>, or by a <i>carrier</i>, this cover provides</p> <ul style="list-style-type: none"> cover for damage to <i>your goods</i> caused by fire, explosion, lightning or flood cover for damage to <i>your goods</i> caused by collision, overturning or jackknifing cover for damage to <i>your goods</i> caused by grounding, sinking or capsizing 	10
Extensions of cover		
General Average	Transit by sea covered for general average, including salvage charges	12
Termination of contract of carriage	<p>Preserves cover provided we are advised of the termination of the contract of carriage immediately <i>you</i> are aware of it</p> <p>Covers up to 10 per cent of the sum insured for <i>storage</i> and onforwarding costs</p>	12
Optional additional benefits		
Containers	<p>Covers loss or damage to shipping containers following a peril insured under Silver cover up to the sub limit stated in <i>schedule</i></p> <p>Covers legal liability for loss or damage to shipping containers in <i>your</i> care, custody and control up to the sub limit stated in <i>schedule</i></p> <p>Limit for loss or damage to <i>your</i> containers is \$5,000</p> <p>Containers covered for 90 days in total either at the place of pick up and/or at the <i>destination</i></p>	13

Home Removals Insurance – Policy Wording

Subject to the prior payment of, or *your* agreement to pay, the premium set out in the *schedule*, we agree with *you* to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by *you* or on *your* behalf.

1. The cover

We insure *you* against loss of or damage to *your goods* specified in the *schedule* caused by certain events. The insurance only applies to the insured transit that commences during the *period of insurance* specified in the *schedule* from the point of departure to the *destination* each as specified in the *schedule*.

1.1 Cover commences

Your cover commences from the time when each insured *good* is first moved by *your carrier* for the purpose of being packed and continues during transit, including any nominated period of *storage*, and ceases when last moved by *your carrier* when delivered at the *destination*.

If *you* pack the *goods* yourself, cover commences once the *goods* are loaded onto the conveyance and ceases upon commencement of unloading from the conveyance at the *destination*.

1.2 Storage

Where a *carrier* temporarily holds *your goods* in *storage* during transit, but not at *your* request, this is known as 'incidental storage' and *your goods* are covered.

If *your goods* are stored at *your* request for any nominated period(s) they are not insured during such *storage* unless *you* have told us and we have agreed to cover *you* and the period of *storage* cover is shown in *your schedule*.

You do not have cover for *your goods* while in *storage* after the *storage* period ends. If *you* need to extend *your storage* period *you* must ask us, and we must agree to extend the period.

Please note that we will only provide *storage* cover if *your goods* are stored in a professional *storage* facility with *your carrier*. *Storage* cover is not available to cover *your goods* while they are contained in any self *storage* warehouse or other building/structure.

1.3 Events insured against

1.3.1 Platinum cover – (only available if *your goods* are packed and transported by a *carrier*)

- (a) Damage to goods
Loss of or damage to *your insured goods* caused by accident or by the deliberate act of a third party (including all of the events listed in Silver cover).
- (b) Delayed unpacking
We will extend cover of *your insured goods* to include loss or damage discovered when *your insured goods* are unpacked up to 60 days after delivery at the *destination*. Packaging showing signs of damage, wetting or staining when delivered must be opened immediately on delivery to *you* in order to minimise any damage.
- (c) Temporary accommodation
Where loss or damage occurs as a result of an event insured under Silver cover and *your insured goods* have not been delivered to the *destination* by the intended delivery date, we will contribute to the reasonable cost of necessary temporary accommodation. Our contribution will be limited to \$250 per day for a maximum period of 60 days from the intended delivery date at the *destination*. This payment will be in addition to *your* sum insured.

- (d) Loss of software
We will pay the reasonable cost for loss of registered software from a personal computer following an insured event. The maximum amount we will pay for any one item is \$500 limited to a total of \$2,500.
- (e) Pairs and sets
We will cover the replacement value of an entire pair or set when only one item in that pair or set has been damaged by an insured peril. The maximum amount we will pay for any one claim is \$25,000.
- (f) Mechanical /electrical breakdown
We will cover damage to electronic equipment following mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured event has occurred. The maximum amount we will pay for any one claim is \$25,000.

1.3.2 Gold cover – (only available if *your goods* are packed and transported by a *carrier*)

- (a) Damage to goods
Loss of or damage to *your insured goods* caused by accident or by the deliberate act of a third party (including all of the events listed in Silver cover) and the following additional benefits:
- (b) Delayed unpacking
We will extend cover of *your insured goods* to include loss or damage discovered when *your insured goods* are unpacked up to 30 days after delivery at the *destination*. Packaging showing signs of damage, wetting or staining when delivered must be opened immediately on delivery to *you* in order to minimise any damage.
- (c) Temporary accommodation
Where loss or damage occurs as a result of an event insured under Silver cover and *your insured goods* have not been delivered to the *destination* by the intended delivery date, we will contribute to the reasonable cost of necessary temporary accommodation. Our contribution will be limited to \$250 per day for a maximum period of 30 days from the intended delivery date at the *destination*. This payment will be in addition to *your* sum insured.

1.3.3 Silver Cover

Loss of or damage to *your goods* directly caused by any of the following events:

- (a) fire, explosion, lightning or flood;
- (b) collision of the conveyance carrying *your goods* with an external object, or of the *goods* while on a land conveyance carrying them with something not on or part of that conveyance;
- (c) overturning, jackknifing or derailment of the land conveyance carrying *your goods*;
- (d) entry of sea, lake or river water into the vessel hold, conveyance or container;
- (e) grounding, sinking or capsizing of any vessel carrying *your goods*;
- (f) crashing or forced landing of any aircraft carrying *your goods*;
- (g) discharge of *your goods* at a port of distress;
- (h) jettison of *your goods* from a vessel;
- (i) *war or warlike activities*;
- (j) derelict weapons of war;
- (k) strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions; and
- (l) *terrorism*.

2. Conditions of cover

2.1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and attachments and any clauses referred to in the *schedule*, all of which are to be read together.

2.2 Basis of valuation

Other than those *goods* listed in clauses 2.2.1, 2.2.2 and 2.2.3 below, the agreed value of *your goods* is their full replacement value but, the most we will pay for any one item is \$5,000, regardless of age, unless *you* have requested and we have agreed to provide cover for the item at a higher sum insured and the item is shown in *your schedule* but limited to the sum(s) insured stated in the *schedule*.

2.2.1 Computers

In the event of loss of or damage to computers or computer equipment we will only pay for the reasonable cost of repair or replacement but up to the actual *market value* of *your goods* prior to their loss or damage.

2.2.2 Motor vehicles/Motor cycles

In the event of loss or damage to motor vehicles and/or motor cycles, we will only pay for the reasonable cost of repair or replacement but limited to the actual *market value* of the vehicle(s) prior to their loss or damage.

2.2.3 Caravans and/or trailers

In the event of loss or damage to caravans and/or trailers, we will only pay for the reasonable cost of repair or replacement but limited to the actual *market value* of the vehicle(s) prior to their loss or damage.

2.3 Limits on cover

The insurance is limited to the sum insured per item as stated in the *schedule* for any one loss or series of losses arising from the same event.

If an *excess* is specified in the policy or *schedule*, *you* must bear that amount first in respect of a claim or series of claims resulting from an event insured against.

2.3.1 Pairs and sets

Unless *you* have selected Platinum cover and Platinum cover is shown in the *schedule*, where any insured *goods* consist of articles in a pair or set, including furniture suites, this policy will not pay more than the replacement value of any particular part or parts which may have been damaged or lost and no more than a proportionate part of the replacement value of the entire pair or set.

2.3.2 Antiques

In the event of damage to any articles of an antique nature we will only pay for the reasonable cost of repairs but not for any depreciation in the value of the *goods*.

2.3.3 Containerised goods

If *your goods* are being packed in a shipping container for transport and *you* pack the container yourself, cover will be restricted to Silver cover only. The container must be packed by a *carrier* in order to obtain Platinum cover or Gold cover.

2.3.4 Items over \$5,000 in value

Unless further restricted in this policy, the most we will pay for any one item is \$5,000 unless *you* have requested and we have agreed to provide cover for the item and the item is shown in the *schedule*.

3. Extensions of cover

Applicable to Platinum, Gold and Silver cover:

3.1 General Average

In relation to transit by sea, *you* are covered for General Average including Salvage charges.

3.2 Termination of contract of carriage

If, through circumstances beyond *your* control *your carrier* terminates the contract of carriage prior to delivery at the *destination*, provided *you* tell us immediately *you* are aware of such a situation, we will continue to cover *your goods* and contribute up to 10 per cent of the sum insured shown in *your schedule* for *storage* and onforwarding costs *you* may incur to have *your goods* delivered to the final residence. This payment will be in addition to *your* sum insured.

4. Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

4.1 Carrier

carrier means the professional removalist, freight forwarder, shipping company or airline (and/or their agents and subcontractors) with whom *you* have contracted to move *your goods*.

4.2 Cyber attack

cyber attack means the deliberate exploitation or an attack initiated from a computer to another for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

4.3 Destination

destination means the final residence where *your goods* are to be delivered in the country to which *you* have contracted with *your carrier* to send them.

4.4 Excess

excess means the amount of money *you* will pay if *you* have a claim. The *excess* is \$200 unless shown otherwise in the *schedule*. No *excess* applies where loss or damage occurs as a result of an event insured under Silver cover regardless of the cover option selected. No *excess* applies to General Average or Salvage claims.

4.5 Expropriation

expropriation means the lawful seizure, confiscation, nationalisation or requisition of the *goods*.

4.6 Goods

goods means *your* household goods and personal effects but not:

4.6.1 registered motor vehicles and motor cycles, unless stated in *your schedule* as an additional insured item;

4.6.2 caravans and trailers, unless stated in *your schedule* as an additional insured item;

4.6.3 watercraft exceeding three metres in length;

4.6.4 cash, banknotes, jewellery, precious gems, bullion, stamp or other collections or documents of value;

4.6.5 living plants; and

4.6.6 pets of any kind.

4.7 Insured, You, Your

insured, you, your means the Insured as named in the *schedule* or as otherwise defined in the policy.

4.8 Load/loading

load/loading means when *goods* are first moved for the purpose of loading onto the carrying vehicle until placed on the carrying vehicle.

4.9 Market value

market value means the cash purchase price of a *good* of the same age, type and condition as *your insured good* at the time of loss.

4.10 Nuclear or radioactive

nuclear or radioactive means the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor or any component of these.

4.11 Period of insurance

period of insurance means the Period of Insurance stated in the *schedule*.

4.12 Removal of debris

removal of debris means if an insured event occurs we will pay the cost of removal and disposal of damaged *goods*, including the cost of cleaning the accident site, but does not mean any expense or liability of any kind incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant of any kind or nature beyond the road surface and the road verge at the accident site.

4.13 Schedule

schedule means the Schedule attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

4.14 Storage

storage means if at *your* request *your goods* are stored for any nominated period(s) they are not insured during such *storage* unless shown in *your schedule*.

4.15 Terrorism

terrorism means any act(s) of any person(s) or organisation(s) involving:

4.15.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means; or

4.15.2 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.

4.16 War or warlike activities

war or warlike activities means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

5. Optional additional benefit

This optional additional benefit is subject to an additional premium and is only applicable to *your* insurance if noted in *your schedule*.

5.1 Containers

We will provide cover for loss or damage to shipping containers following a peril insured under Silver cover up to the sub limit stated in *your schedule*. Additionally we will cover *your* legal liability for loss or damage to shipping containers in *your* care, custody and control up to the sub limit stated in *your schedule*. The maximum amount we will pay for loss or damage to *your* containers is \$5,000.

The maximum amount of time we will cover the container is for 90 days in total either at the place of pick up and/or at the *destination*.

6. Exclusions

This policy does not cover loss, damage or expense caused by:

- 6.1 delay;
- 6.2 wear and tear, moth, vermin, normal atmospheric or climatic conditions or inherent vice;
- 6.3 mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured event has occurred, unless Platinum cover is selected;
- 6.4 failure to recognise, interpret or process any date or to function correctly as a result of such failure where there is no external evidence that an insured event has occurred;
- 6.5 loss of data from any computer hardware or software;
- 6.6 loss of software from any computer, unless Platinum cover is selected;
- 6.7 anything *nuclear or radioactive*;
- 6.8 any chemical, biological, bio-chemical or electromagnetic weapon;
- 6.9 if *your carrier* imposes additional costs because *you* have made changes to either the transit or *storage* arrangements or costs are levied because *you* have not provided information or documentation to *your carrier* when requested this policy will not respond to meet those costs;
- 6.10 *cyber attack*; and
- 6.11 *war or warlike activities*.

7. Claims conditions

7.1 Claims procedure

When loss or damage happens which may give rise to a claim under this policy, *you* should take all reasonable measures to avert or minimise the loss and ensure that all rights against any third parties are properly preserved and exercised.

If the event involves theft, and theft is an insured event, or an accident has occurred involving a vehicle owned or operated by *you* and another vehicle, *you* must notify the police as soon as possible and, if we require it, obtain a written police report.

You must notify us of what has happened and send us full details within 30 days, including details of any other insurance over the *goods*.

You must not authorise any repairs to the *goods* without our consent.

7.2 Claims settlement

When *you* make a claim we will reduce the amount of the claim by the excess if applicable. We will at our option:

- (a) repair damaged *goods*; or
- (b) replace damaged or lost *goods* with the nearest equivalent new *goods*; or
- (c) pay *you* the cost of repair or replacement.

7.3 Excess

In the event of a claim *you* must bear first the amount of any excess specified in the *schedule* or elsewhere in the policy wording.

7.4 Foreign currency invoice

If the amount of a claim is to be calculated based on an invoice in a currency other than Australian dollars, the claim will be paid in Australian dollars at the rate of exchange current at the date the loss or damage occurred.

7.5 Other insurance

When making a claim on this policy *you* must also supply us with written details of all policies that may pay or partially pay that claim.

7.6 Payments in respect to Goods and Services Tax

If *you* are liable for Goods and Services Tax (GST) in respect of any *goods*, services or other supply which are the subject of a claim under this policy we will pay *you* for that GST liability. However:

- 7.6.1 where we make a payment under this policy for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made; or
- 7.6.2 where we make a payment under this policy as compensation for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such *goods*, services or supply.

7.7 Rights of subrogation

We are entitled to exercise any rights *you* may have against anyone else in relation to the *goods* for which we have settled a claim under this policy. *You* must cooperate fully with us in exercising those rights and must give us any information or assistance we may require.

8. General conditions

8.1 Applicable legislation

To the extent that this policy covers risks governed by the Marine Insurance Act 1909 (Cth) the policy will be subject to the provisions of the Act. To the extent that this policy covers other risks it will be subject to the Insurance Contracts Act 1984 (Cth).

8.2 Australian law and jurisdiction

This policy is subject to Australian law and jurisdiction.

8.3 Change of destination

If *you* change the *destination* at any time after *your carrier* has uplifted *your goods* for transit, *you* must immediately tell us and pay any additional premium we require.

8.4 Conduct of claims

We are entitled to:

- 8.4.1 conduct on *your* behalf any legal proceedings or negotiations relating to claims made against *you*;
- 8.4.2 authorise *you* to defend any legal proceedings brought against *you* on the understanding that we will be kept fully informed and will be consulted and will participate in decision-making regarding liability or any negotiations with other parties; and
- 8.4.3 exercise any rights *you* may have against anyone else in relation to *goods* for which we have paid any amount under this policy.

You and anyone else entitled to claim under this policy, must cooperate fully with us in exercising these rights and must give us any information or assistance we may require.

8.5 Currency

All amounts shown in this policy and in *your schedule* are in Australian dollars unless expressly stated otherwise.

8.6 Notification of material change

You must notify us as soon as possible of any material change in the risk covered by this policy.

8.7 Plurals and titles

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

8.7.1 headings are descriptive only, not an aid to interpretation;

8.7.2 singular includes the plural, and vice versa; and

8.7.3 the male includes the female and neuter.

8.8 Reasonable care

You must take reasonable care to prevent loss, destruction or damage covered by this policy.

8.9 Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich 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.

8.10 Third parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

8.11 Transfer

You may only transfer a right under this policy with our written consent.

8.12 Unpacking

You must unpack *your goods* as soon as reasonably possible after delivery at the *destination*. Packaging showing signs of damage, wetting or staining must be opened immediately on delivery to *you*. Failure to do so may prejudice the amount we pay *you* when settling *your* claim.

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