

# CourierSure Goods in Transit Policy

**QBE Insurance (Australia) Limited**

Product Disclosure Statement and Marine Insurance Policy



---

**CONTENTS**

---

<b>About this booklet</b>	<b>2</b>
<b>Important Information</b>	<b>3</b>
Duty of disclosure	3
The General Insurance Code of Practice	3
Privacy	3
Resolving complaints & disputes	3
Contacting QBE Customer Care, FOS or the OAIC	4
Financial claims scheme	4
The cost of this Policy	4
Cooling-off information	4
<b>Policy Wording</b>	<b>5</b>
<b>Our agreement</b>	<b>5</b>
<b>Paying your premium</b>	<b>5</b>
<b>Words with special meanings</b>	<b>5</b>
<b>The cover</b>	<b>6</b>
<b>General exclusions</b>	<b>6</b>
Additional exclusions applying to this Policy	6
<b>General conditions</b>	<b>7</b>
<b>Claims</b>	<b>7</b>
<b>What you must pay if you make a claim - Excess</b>	<b>8</b>
<b>Other terms</b>	<b>8</b>

## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### 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:

- To QBE by sending an email to [marineclaims@qbe.com](mailto:marineclaims@qbe.com).

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

### About Australian Risk Applications Pty Limited (AustRisk)

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

- Cargo owners (Importers, Exporters and local Distributors)
- Fresh produce exporters and distributors
- Customs Brokers, Freight Forwarders, Couriers, Removal Companies 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.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### 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 of insurance 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 and treat the contract as if it never existed.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

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 full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://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.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE Customer Care, FOS 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	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (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.
Online	<a href="http://www.apra.gov.au">www.apra.gov.au</a>

## The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- Your sum insured
- How you pay your premium.

## Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, contact your financial services provider.

## Policy Wording

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

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### 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 can pay your premium in one (1) payment by credit card, cheque, or by direct debit from your credit card or from your account with your financial institution. You should arrange your method of payment through your financial services provider.

### 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 your property but does not include wear and tear or anything that was present before this Policy came into force.
Excess	the first amount you must contribute to any claim you make under this Policy. An excess is the amount of any claim which must be paid by you. For most claims the excess will be shown in the Policy Schedule.
Period of insurance	the period for which the cover under your Policy is in force. You will find this period of insurance set out in your Policy Schedule.
Policy Schedule	the most recent document we give you. We give you a Policy Schedule when you: <ul style="list-style-type: none"> <li>• first buy the Policy from us</li> <li>• change any part of the Policy or any personal details relevant to it, or</li> <li>• renew the Policy with us.</li> </ul>
Premium	the amount you pay for the insurance provided by this Policy, including any taxes and other government charges. (This is different from the excess that you pay when making a claim).
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 carrier commences packing or moving the property and ceases when the property has arrived at the address you specified and it has been unpacked, provided the unpacking is completed within thirty (30) days from the date the property arrives at the address you specified. If the property is temporarily stored in a professional storage facility (excluding self storage warehouses) by the carrier during the normal course of transit, the insurance remains in force for up to thirty (30) days in storage and ceases after the 30th day.

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

### The insurance cover provided is:

Loss or damage to the property as a direct result of any cause or event except where such loss or damage is excluded in the section headed 'General exclusions'.

### What you must pay if you make a claim - Excess

The excess amount payable will be shown on your Policy Schedule.

## General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- 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,
- 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,
- 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:

- the first amount (excess) of any claim as specified in the Policy Schedule,
- loss or damage caused by delay,
- loss or damage caused by your misconduct, or intentionally caused by you or any person acting with your expressed or implied consent,
- loss or damage caused by ordinary wear and tear,
- loss or damage caused by the nature of the property (e.g. metal rusting),
- loss or damage caused by moths, insects, rats or other vermin,
- loss of use of your property or any other form of consequential loss,
- reduction in value of the insured property due to repairs,
- loss or damage caused by legal seizure of your property,
- loss or damage existing prior to this insurance being taken out,
- loss or damage arising out of nuclear or atomic contamination,
- loss or damage to property already unpacked at the specified destination address,
- electrical and/or mechanical and/or electronic failure unless it is caused by visible external physical damage to the item,
- loss or damage caused by mould or mildew due climatic or atmospheric conditions or extremes in temperature.

### 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. 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.

### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## 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

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Other interests

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

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.

### Other party's interests

You must tell us of the interest of all parties (eg 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.

### Underinsurance

If you undervalue your property, your claim may be reduced due to underinsurance. This means that if you have understated the overall value of your property, you will only receive part of the replacement cost or the repair costs in proportion with the extent of underinsurance.

## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### What you must do

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

- take whatever steps are necessary to prevent further loss or damage
- advise the Removalist who delivered your goods
- complete the claim form which forms part of the set of documents given to you by the removalist
- do not repair or replace anything until you have our approval remember that the excess (if any) shown in the schedule applies to the claim.

### 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 decide the best way to handle your claim.

Our decision may be to:

- appoint an assessor/surveyor who will contact you
- repair the damage
- replace the lost or damaged item, or
- pay you a sum of money (for motor vehicles, motor cycles and watercraft this will be the current market value)

It may be that we do not consider the loss or damage is covered. Whatever our decision, we will provide this to you in writing.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or 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 section of the Policy.

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

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

### Contribution & other insurance

You must notify us of any other insurance which 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 effected by you or by 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 removal company will not preclude your right to claim under this insurance including any amount payable by the removal company 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, the insurance will only pay for the part of the pair or set that is lost, destroyed or damaged even if it can not be replaced with a matching item. The value insured shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof 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 you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## The amount of any claim may be reduced

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

- where an excess applies to each and every claim - the amount of excess will be shown in the Policy Schedule;
- if you undervalue your property, you will receive only part of the replacement cost. This will be determined by the extent that you have underinsured your property. This does not apply when the sum

insured has been based on the fixed value per cubic metre valuation; and/or

## What you must pay if you make a claim - Excess

The excess amount payable will be shown on your Policy Schedule.

## Other terms

These other terms apply to how your Policy operates.

## Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) 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.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

## Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

## Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

## Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

