

CourierSure Goods in Transit

Product Disclosure Statement
and Marine Insurance Policy



POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney NSW 2000



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, conditions, exclusions and obligations attaching to this product. 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 major omissions, updates 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.

Our agreement with you

This Policy Terms and Conditions and the Policy Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period. Please keep them in a safe place for future reference.

The exclusions in the section(s) headed “When you are not covered” and conditions in the section headed “General conditions” apply to all types of cover.

The excesses set out in the section headed “What you must pay if you make a claim – Excess” apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

If you require further information about this product, please contact your financial services provider.

Your Policy

Your CourierSure Goods in Transit Policy consists of the Policy Terms and Conditions and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your financial services provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy booklet and Policy Schedule together in a safe and convenient place for future reference.

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney NSW 2000.

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 major omissions, updates 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.

Date of preparation: 1 October 2012

Date effective: 1 October 2012

QM3248-1012

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About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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.

What you are covered for

The following is a summary of the cover provided in the CourierSure Goods in Transit Policy. Full details of the cover, exclusions and conditions is provided in the Policy terms & conditions. There are also exclusions that limit cover in certain circumstances. Please read the detail carefully to make sure it matches your expectations.

Description of cover provided

- Loss or damage to your property in transit following transportation by professional carriers

Additional benefits

Other benefits of the Policy include:

- Your property is insured for full replacement value, regardless of age, but limited to the sum insured stated in the Policy Schedule.
- Financial default of carrier

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 to each and every claim – the amount of excess will be shown in the Policy schedule
- (b) 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
- (c) if you do not comply with any Policy condition.

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 and the Policy Terms and Conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

It is important that you insure for the full replacement value of all your property (excluding motor vehicles, motor cycles and watercraft) irrespective of age. If you undervalue it, your claim may be reduced due to underinsurance. For motor vehicles, motor cycles and watercraft we require an independent pre-shipment survey to record the condition. This may be completed by an authorised representative of the carrier. The cost of freight can be added to the total sum insured and can be reimbursed in the event of total loss or non delivery.

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.

Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' on page 4 of this booklet.

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, if you do not comply with your duty of disclosure, 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 sum insured has a significant impact on the calculation of your premium. 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.

Duty of disclosure

Your duty of disclosure

Before you enter into a contract of general insurance with us, you have a duty, under both the *Insurance Contracts Act 1984* (Cth) and the *Marine Insurance Act 1909* (Cth), to disclose to us every matter that you know, or could reasonably be expected to know, that is relevant to our decision on whether to insure you and, if so, on what terms.

You have the same duty of disclosure to us when you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer;
- which we indicate we do not want to know.

Non-disclosure

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 fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or, in certain circumstances, we may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Underinsurance

We require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with either the Policy Wording or the *Marine Insurance Act 1909* (Cth) where applicable, which takes into account the degree of underinsurance.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the *Privacy Act 1988* (Cth) (the Privacy Act), when collecting and handling your personal information. QBE has developed a privacy Policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or

litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers
- improve consumer confidence in the general insurance industry
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers
- commit insurers and the professionals they rely upon to higher standards of customer service.

How to make a claim

Please contact your financial services provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section of this booklet.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no

cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

Taxation implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found 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 transit of your property taking place, by telling us in writing that you want to cancel it. You can do this by giving the notice to your financial services provider. You cannot cancel this Policy once any transit has commenced.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

If you cancel this Policy we will refund to you the premium.

Cooling-off information

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 twenty one (21) days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your financial services provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your Policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- 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.

We may ask you for these if you make a claim.

Other party's interests

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

How you can pay your premium

You can pay your premium in one annual 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 AustRisk.

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.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

How Goods and Services Tax (GST) 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 amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST.
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/ limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

If, after we have assessed your claim, you are required to enter into a contract with a third party to replace or reinstate lost or damaged items that we have agreed to pay under this Policy, you will enter into that agreement with the third party as our agent unless advised otherwise.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Financial Claims Scheme

This 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 APRA - www.apra.gov.au or 1300 55 88 49.

Words with special meanings

Some key words used in this Policy have a special meaning.

Wherever the following words are used in the Policy, they mean what is set out below:

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. Please refer to 'What you must pay if you make a claim – Excess' (on page 6) for further information.
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"> • first buy the Policy from us • change any part of the Policy or any personal details relevant to it, or • renew the Policy with us.
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
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 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 'When you are not covered'.

What you must pay if you make a claim – Excess

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

When you are not covered

General exclusions applying to 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, bio-chemical, 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 (eg. 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.

Additional exclusions applying to this Policy

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.

Cover limitations

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.

Financial default clause

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

General conditions

Changing your Policy

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

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

Other interests

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

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Policy construction and interpretation

The construction interpretation and meaning of the provisions of this Policy will be determined in accordance with the law of the state, territory or country in which this Policy is issued, being the Place of Issue specified in the Policy Schedule, and any disputes relating to this Policy shall be submitted to the exclusive jurisdiction of the courts of the state, territory or country. If no Place of Issue is shown in the Policy Schedule it is agreed that the Place of Issue is Sydney, New South Wales, Australia.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

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

When your property arrives

When your property is delivered to you, 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'.

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

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 carrier who delivered your goods
- complete the claim form which forms part of the set of documents given to you by the carrier
- 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 Terms and Conditions 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.