

### Customer Goods in Transit and Storage

#### Product Disclosure Statement (PDS) Part 1 – About Your Insurance

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

#### Why should I take out insurance?

Regardless of any contractual rights you may have against your Removal Company, there are many circumstances where they will not be liable to make good any loss or damage to your goods, for example where the goods are damaged as a result of an accident that is not the Company's fault.

Customer Goods in Transit and Storage insurance can assist to fill this gap

#### Who to contact about your policy

Your first point of contact about the policy should be your Removal Company. If they cannot answer your enquiry, you can contact our broker for whom we are an authorised representative. Cowden (VIC) Pty Ltd can be contacted on telephone (03) 9686 6500, email [insurance.vic@cowden.com.au](mailto:insurance.vic@cowden.com.au), facsimile (03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

#### Insurer

A number of different insurers have combined together to provide the insurance in the Customer Goods in Transit and Storage Policy.

The first \$2,000 of any claim is paid by your Removal Company.

Above this amount, the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage are insured by CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291) of 181 William Street Melbourne Vic 3000 and the rest of the transit and storage cover is insured by Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) of 505 Little Collins Street Melbourne Vic 3000.

#### Significant features and benefits of the policy

You may select from a number of alternative types of cover available under the policy for loss or damage to your goods.

**Type of Risks** - You have the option of 'Full' or 'Restricted' Cover'. Full Cover insures you for most risks of loss or damage to your goods. However, Restricted Cover only insures you for accidental loss or damage which occurs as a result of:

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

Alternatively, if you elect cover for storage only, this insures loss or damage to your goods during storage resulting from:

- Fire, lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion;
- Explosion and impact damage.

**Basis of Settlement** – You can choose to insure your goods on a "Replacement" basis or for "Market Value". Under Replacement Cost cover, if your goods are lost or totally destroyed, you receive the new replacement cost provided the goods are less than 10 years old. Under Market Value cover, you only receive the current market value of the goods (i.e. the replacement cost less an allowance for age, condition wear, tear and depreciation). If the goods are damaged, both covers will cover the reasonable cost of repair.

#### Limits and exclusions from cover

The table below summarises the limits on the covers provided.

Goods	Limitations/exclusions
Items more than 10 years old	Market value cover unless the item is listed and value declared on your Insurance Declaration.
Computers and computer accessories Clothing Motor vehicles, caravans, boats and trailers	Market value cover only.
Office and factory goods	The lesser of Market Value and Declared Value (the amount you nominate on the insurance declaration), plus insurance, packing and freight.
Pairs and sets	Only the lost or damaged parts payable.
Antique(s) – Works of Art	Reasonable cost of repair. Loss of Value not covered.

<b>Goods</b>	<b>Limitations/exclusions</b>
Owner packed cartons	Restricted cover only. Maximum of \$500 for non delivery of a carton unless an itemized list of contents is provided before transit commences. Damage or loss to contents excluded unless evidence of external damage to carton caused by a risk covered.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your authorised representative of the Removal Company.
Valuables worth more than \$1,000	Limited to a maximum of \$1,000 unless specifically listed and valued in your Insurance Declaration.
Flood - Storage	Not covered by the policy if caused by water from or action by the Sea, Tidal wave, Storm surge or High water.
Terrorism	Transit cover only
Various other risks	Refer policy wording – Other Excluded Risks.

These are the major exclusions and limitations in the policy; however, there may be others. You can check the policy wording in Part 2 of the PDS for full details.

### **Cost of the policy**

The amount you pay for the insurance depends on the value of the goods being removed or stored.

Other factors which determine the premium include:

- The type of insurance selected by you (market or replacement value, transit or storage)
- The distance the goods are transported or the period for which the goods are stored; and
- The insurance cover selected (Full Cover or Restricted Cover risks).

The amount you pay includes any stamp duty and GST.

Our quotation for your transit insurance is firm. Your Removal Company will give you one month's notice of any change in the storage insurance rate.

### **How do I select the amount to be insured?**

It is important that you insure your goods for their full value. This means that you should tell us about:

- For Replacement Cost Cover – The Cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation).
- For Market Value Cover – Replacement cost less an allowance for age, condition, wear and tear, and depreciation.

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be reduced in the same proportion as the declared value bears to 80% of the actual value.

### **How you pay for the insurance**

The premium will be shown on the quotation for your Contract for Removal and Storage which your Removal Company will provide to you before your goods are removed. When you accept the quotation, your Removal Company will invoice you

You pay for transit insurance when you pay your removal charges. Your Removal Company will invoice you for storage insurance at the same time as the storage charges.

### **Excess**

The amount that you receive for a claim will be reduced by \$200. This is known as an excess.

### **Conditions**

Some conditions apply to your policy. Full details are set out in the policy wording in Part 2 of this PDS. The significant conditions are summarized below:

**Duty of disclosure** - When you apply for insurance we rely upon the information you provide to decide whether to insure you, and anyone else to be covered, and on what terms. You must answer the specific questions we ask relevant to our decision to insure you. When answering our questions you must be honest. If you do not answer all questions honestly we may reduce or refuse a claim, or cancel the policy.

If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

You do not have to tell us about any matter that diminishes the risk that is common knowledge, that we should know or should know in the ordinary course of our business or which we indicate we do not want to know.

**Cooling off** – You may return the insurance contract up 20 days after the date of the invoice for the removal, storage and insurance (the cooling off period). However you may not return the insurance contract after the commencement of the work.

To return the contract, notify the removal company within the cooling off period. Any premium paid will be returned. The notification can be made by telephone or posted to the address detailed on the removal contract or invoice.

### **What do I do if I need to make a claim?**

The policy wording in Part 2 of this PDS has detailed instructions about how to make a claim.

### **Financial claims scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited or Zurich Australian Insurance Limited become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

### **Complaints and disputes about the policy**

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Australian Financial Complaints Authority (AFCA), an external dispute resolution body. AFCA can be contacted on Phone: 1800 931 678 Email: [info@afca.org.au](mailto:info@afca.org.au) On Line: [www.afca.org.au](http://www.afca.org.au)

## Part 2 - CUSTOMERS' GOODS IN TRANSIT AND STORAGE INSURANCE POLICY WORDING

This insurance will be arranged on your behalf by Rivabella Holdings Pty Ltd trading as Ron Wilson Removals as an authorised representative of insurance brokers, Cowden (VIC) Pty Ltd (AFSL 245658)

### DEFINITIONS

In this policy the following words have the meaning set out below:

**Removal Company** – Rivabella Holdings Pty Ltd trading as Ron Wilson Removals

**Customer** - Persons or entities who contract with the removal company to remove and/or store their goods.

**Customers' Goods** - Physical property which a customer has asked the removal company to move and/or store including household goods and personal effects of every description including antiques, works of art, jewellery, vehicles, caravans, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

**Transit** - All conveyances by road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when goods are first moved and/or uplifted within the house, office or factory by the removal company for the purpose of transit and ceases when the goods are last moved by the removal company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of goods by the removal company at uplift or delivery and any storage which is incidental to the transit.

**Storage** - Any storage of customers' goods at the customer's request in an authorized warehouse or compound by the removal company prior to, during or after transit.

### INSURERS

This insurance is provided by the following insurers:

CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291)- insures Australia wide perils storage of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage. Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) – insures all other transit and storage risks

### RISKS COVERED

Where the customer has requested the removal company to insure the customer's goods, depending on the risks and period of cover and basis of settlement selected by the customer and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

**Full Cover** insures loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by the removal company or its representatives. However, regardless of which cover the customer selects, goods packed by the customer are insured only for restricted cover.

**Restricted Cover** insures loss or damage to the customer's goods during transit resulting from:

- fire and explosion;
- lightning, flood;
- overturning and/or derailment of conveyance;
- collision of vessel, aircraft or conveyance;
- crashing or forced landing of aircraft; stranding, sinking, or contact of vessel with any external object other than water;
- entry of water into any vessel, hold, container liftvan or place of storage;
- discharge of goods at a port of distress;
- jettison of goods from a vessel;
- theft, pilferage or non delivery of an entire package or item.

**Storage Only Cover** insures loss or damage to the customer's goods during storage resulting from:

- Fire, lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion;
- Explosion and impact damage.

### Additional Risks Covered

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and Salvage Charges adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

### BASIS OF SETTLEMENT

Depending on the Basis of Settlement selected by the customer and shown in the certificate of insurance, if loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

### Replacement Cost

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost provided that such items are no more than 10 years old or have been specifically declared and valued on the insurance declaration or removal contract. Regardless of which Basis of Settlement is selected, the insurer will only pay market value for the following items: goods more than 10 years old or which have not been declared; computers and computer accessories; clothing; motor vehicles, caravans, boats and trailers.

### Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

### Office or Factory Goods, including Plant and Machinery

For office and factory goods, including plant and machinery, the insurers will only pay: the lesser of the market value and the declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

#### **Pairs and Sets**

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

#### **Antique(s) – Works of Art**

For antique(s) and works of art, the insurers will only pay the reasonable costs of repair/restoration and will not pay any depreciation or loss of value caused by the loss or damage.

#### **Co-insurance**

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

#### **Excess**

The removal company must pay the first **\$2,000** in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract/certificate or Product Disclosure Statement.

### **EXCLUSIONS FROM AND LIMITATIONS ON COVER**

#### **Motor Vehicles**

This policy does not cover motor vehicles while they are being driven under their own power unless they are being driven by an authorised representative of the removal company for the purpose of loading or unloading.

#### **Valuables**

In the event of loss or damage, this policy does not cover any value in excess of \$1,000 for each item or collection of items for any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the removal company unless specifically declared and valued on the list of items to be insured on the insurance declaration or removal contract.

#### **Owner Packed Cartons**

Non-delivery of an owner packed carton is limited to \$500 unless an itemized valued list of contents is supplied to the Removal Company prior to the commencement of the transit.

#### **Other Excluded Risks**

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

- delay, loss of use of property or any other form of consequential loss of any description;
- loss of data of any description from computer hardware or software;
- confiscation or detention by customs or other official or authorities;
- wear and tear, moths, vermin, infestation, normal atmospheric or climatic conditions, corrosion, contamination or deterioration;
- inherent vice or nature of the subject matter or vibration;
- mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred;
- nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

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

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

### **CLAIMS PROCEDURES**

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on the removal company's inventory and/or condition report;
- Contact: Chad Wilson(operations@ronwilson.com.au)
- Within 3 days of receipt of the goods, lodge a written claim with the removal company (using any form provided by the removal company).

The customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the removal company or the insurer.

The removal company or the insurer, at their expense, may appoint a loss assessor to inspect damaged goods.

The removal company may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, the removal company must send to the insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

### **REASONABLE CARE**

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

### **SUBROGATION**

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

## **SALVAGE IN THE EVENT OF A CONSTRUCTIVE OR TOTAL LOSS**

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

## **SPECIAL CONDITIONS**

### **Premium**

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

### **Duty of Disclosure**

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance.

The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;
- As to which compliance with the duty is waived by the insurer.

### **Non Disclosure**

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Goods and Services Tax**

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

Where the insurers make a payment under this policy for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured is or will be or would have been entitled to under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurers make a payment under this policy as compensation for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under the Goods and Services tax Act 1999 had the payment been applied to acquire such goods, services or supply.

### **Privacy**

CGU Insurance Limited and Zurich Australian Insurance Limited are bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information') you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your information, you consent to our use of this information which includes us disclosing your information where relevant for the purposes, to your intermediary, affiliates of CGU Insurance Limited and Zurich Australian Insurance Limited, other insurers and reinsurers, our services providers, our business partners or as required by law within Australia or overseas. CGU Insurance Limited and Zurich Australian Insurance Limited may obtain information from Government offices, and third parties to assess a claim in the event of loss or damage.

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### **Financial claims scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited or Zurich Australian Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.