



# Home Removals Insurance

## Product Disclosure Statement

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# ABOUT OUR HOME REMOVALS INSURANCE

## ABOUT ZURICH

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. 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, mid-sized and large companies, including multinational corporations.

## ABOUT PROTEUS MARINE INSURANCE

Proteus Marine Insurance is a business name of NM Insurance Pty Ltd ABN 34 100 633 038 AFS Licence Number 227 186 ('NM Insurance').

NM Insurance is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited ABN 98 073 659 677 ('SGL').

## CONTACT DETAILS

**The contact details for Proteus Marine Insurance are:**

Level 7, 99 Walker Street, North Sydney, NSW, 2060  
Email: [customerservice@proteusinsurance.com.au](mailto:customerservice@proteusinsurance.com.au)  
Phone: 1300 767 231

## AUTHORITY TO ACT ON OUR BEHALF

We have given Proteus Marine Insurance a binding authority to arrange and administer this product. Under the terms of this binding authority Proteus Marine Insurance acts as *our* agent, and not *yours*, but liability within the terms and conditions of this product remain at all times with *us*. If *you* have any queries in relation to this product, please contact Proteus Marine Insurance.

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.

## 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, please contact Proteus Marine Insurance at the address or telephone number shown on the back cover of this document. However, Proteus Marine Insurance is only able to provide factual information or general advice about the product. Proteus Marine Insurance does not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

## PROTEUS MARINE HOME REMOVALS INSURANCE

Proteus Marine 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:

### 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.

## OUR CONTRACT WITH YOU

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover that 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 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 changes advised by *us* in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, only 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.

## WORDS WITH SPECIAL MEANING

We italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to the Definitions in this document to obtain the full meaning of such terms.

## 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 your document.

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

### BASIS OF SETTLEMENT

Under 3.2 '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 3.2.1, 3.2.2 and 3.2.3, is new for old. Please refer to page 18 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 exclusions, some of which are common in insurance policies and some may be less common, and as such may be unexpected. Your policy excludes or limits cover in the following circumstances, 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.
- loss of data from any computer hardware or software.

An example of a less common exclusion is found on page 14 which excludes cover caused by a *cyber attack*. 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 5. 'Exclusions' on page 19 to ascertain if the cover is adequate for your requirements.

## TERMS AND CONDITIONS

Terms and conditions applicable to *your* policy set out *your* obligations with which *you* need to comply. Please refer from page 14.

*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 choose 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 TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Under the Insurance Contracts Act 1984 (Cth) *you* have a duty to take reasonable care not to make a misrepresentation to *us*. This duty applies when *you* enter into, renew, extend or vary this contract of insurance.

Before *you* enter into, renew, extend or vary this contract of insurance we will ask *you* questions that are relevant to *our* decision to insure *you* and on what terms. When *you* answer the questions *you* must not give a false or misleading account of matters. *Your* response should tell *us* everything that *you* know about the question. *Your* response is relevant to whether *we* offer *you* insurance and the terms that are offered.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

## CONSEQUENCES OF FAILURE TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

If *you* do not take reasonable care not to make a misrepresentation to *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 take reasonable care not to make a misrepresentation to *us* is fraudulent, *we* may refuse to pay a claim and treat the contract as if it never existed.

## CIRCUMSTANCES RELEVANT TO YOUR DUTY

Whether or not *you* have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If we know, or ought to know about *your* particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether *you* have taken reasonable care not to make a misrepresentation to *us*.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether *you* have taken reasonable care not to make a misrepresentation:

- (a) the type of consumer insurance contract in question, and its target market;
- (b) explanatory material or publicity produced or authorised by *us*;
- (c) how clear, and how specific, the questions *we* asked were;
- (d) how clearly *we* communicated to *you* the importance of answering those questions and the possible consequences of failing to do so;
- (e) whether or not an agent/insurance broker was acting for *you*;
- (f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

*You* are not to be taken to have made a misrepresentation merely because *you*:

- (g) failed to answer a question; or
- (h) gave an obviously incomplete or irrelevant answer to a question.

## DUTY OF DISCLOSURE

### 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.

## 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 – 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 DO NOT 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 6.8 'Payments in respect to Goods and Services Tax'.

## PRIVACY

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

Zurich's Privacy Policy, available at [www.zurich.com.au](http://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 (the Code) and support the Code.

The objectives of the Code are:

- to commit *us* to high standards of service;
- to promote better, more informed relations between *us* and *you*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *you* make about *us*; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and *your* rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting *us*.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting *us*.

## COOLING-OFF PERIOD

After *you* apply for this product and *you* have received the PDS, *You* have 21 days to check that the cover meets *your* needs. Within this time *you* may cancel the cover and receive a full refund of any amount paid in respect of the insurance, unless:

- the removal and/or *storage* of *your* Goods has commenced;
- *You* have made a claim or become entitled to make a claim; or
- *You* have exercised any right or power *you* have in respect of *your* cover or the policy has ended.

*Your* request will need to be forwarded to the Removal Company or to the address detailed on the removal contract or invoice.

## HOW TO MAKE A CLAIM

If *you* need to make a claim, please refer to page 20 'Claims procedure' under Claims conditions. If *you* have any queries, please contact *your* intermediary as soon as possible or call *us* on 1300 767 251.

## COMPLAINTS AND DISPUTES RESOLUTION PROCESS

If *you* have a complaint about an insurance product *we* have issued or the service *you* have received from *us*, please contact *your* intermediary to initiate *your* complaint with *us*. If *you* are unable to contact *your* intermediary, *you* can contact *us* directly on 1300 767 251. *We* will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with *our* initial response, *you* may access *our* internal dispute resolution process. Please refer to the Feedback & Complaints section on the Proteus Marine Insurance website for details of *our* internal dispute resolution process.

*We* expect that *our* internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. *We* are a member of this scheme and *we* agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

**Their contact details are:**

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Freecall:** 1800 931 678

**In writing to:** The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

## FINANCIAL CLAIMS SCHEME

*Zurich* is an insurance company authorised under the Insurance Act 1973 (Cth) 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 [www.fcs.gov.au](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 is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

Summary of covers available	Benefits of cover available	Page No
Damage to <i>goods</i> , Gold cover	For <i>goods</i> loaded into a conveyance and transported by <i>carriers</i> only, this cover provides: <ul style="list-style-type: none"> <li>• cover for <i>accidental damage</i> to <i>your goods</i>.</li> <li>• cover for malicious damage to <i>your goods</i>.</li> <li>• delayed unpacking 30 days.</li> <li>• pairs and sets.</li> <li>• temporary accommodation 30 days.</li> </ul>	16
Damage to <i>goods</i> , Silver cover	For <i>goods</i> packed or moved by you, or by a <i>carrier</i> , this cover provides: <ul style="list-style-type: none"> <li>• cover for damage to <i>your goods</i> caused by fire, explosion, lightning or flood.</li> <li>• cover for damage to <i>your goods</i> caused by collision, overturning or jackknifing.</li> <li>• cover for damage to <i>your goods</i> caused by grounding, sinking or capsizing.</li> </ul>	17
<b>Extensions of cover</b>		
General average	Transit by sea covered for general average, including salvage charges.	19
Containers	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> .  Limit for loss or damage to <i>your</i> containers is \$5,000.	19

# 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 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. DEFINITIONS

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

### 1.1 ACCIDENTAL

*accidental* means an event that is not intended or expected to happen and is an unintended, unforeseen, unlooked for happening or mishap, which could not reasonably be expected nor designed by *you* or the *carrier* who has actual knowledge of the means of transportation of *your* goods.

### 1.2 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.

### 1.3 COMMUNICABLE DISEASE

*communicable disease* means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 1.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 1.3.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

and includes, but is not limited to, a disease that is or becomes listed on the National Notifiable Disease List and/or is or becomes a temporary addition to the National Notifiable Disease List and/or has or could give rise to a public health event of national significance and/or is or becomes a listed human disease (where National Notifiable Disease List means the list established and in force from time to time under section 11 of the National Health Security Act 2007 (Cth) and listed human disease has the meaning given by section 42 of the Biosecurity Act 2015 (Cth), or in each case any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia).

### 1.4 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.

## 1.5 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.

## 1.6 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.

## 1.7 GOODS

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

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

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

1.7.3 watercraft exceeding three metres in length;

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

1.7.5 living plants; and

1.7.6 pets of any kind.

## 1.8 INSURED, YOU, YOUR

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

## 1.9 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.

## 1.10 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.

## 1.11 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.

## 1.12 PERIOD OF INSURANCE

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

## 1.13 SCHEDULE

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

## 1.14 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*.

## 1.15 TERRORISM

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

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

**1.15.2** 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.

## 1.16 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.

# 2. 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*.

## 2.1 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*.

## 2.2 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.

## 2.3 EVENTS INSURED AGAINST

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

(a) Damage to goods

*Accidental* loss of or damage to *your insured goods* caused by an 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) Pairs and sets

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

- (i) *we* are unable to reasonably match it; or
- (ii) the functionality of the pair or set is lost (e.g. hearing aids/sporting equipment),
- (iii) *you* can choose to either to:
  1. surrender the remaining item(s) to *us*, in which case *we* will pay the replacement value of the pair or set; or
  2. keep the remaining item(s), in which case *we* will pay the replacement value of the lost or damaged item.

*We* do not allow for any special value the item may have as forming part of a pair or set, or for any reduction in value of the remaining part(s).

(d) 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.

### 2.3.2 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) *terrorism*; and
- (l) strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

## 3. CONDITIONS OF COVER

### 3.1 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.

### 3.2 BASIS OF VALUATION

Other than those *goods* listed in clauses 3.2.1, 3.2.2 and 3.2.3 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*.

#### 3.2.1 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.

#### 3.2.2 Motor vehicles / Motorcycles

In the event of loss or damage to motor vehicles and/or motorcycles, 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.

#### 3.2.3 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.

### 3.3 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.

#### 3.3.1 Pairs and sets

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.

#### 3.3.2 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*.

#### 3.3.3 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 Gold cover.

#### 3.3.4 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*.

## 4. EXTENSIONS OF COVER

Applicable to Gold and Silver cover:

### 4.1 General Average

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

### 4.2 Containers

We will provide cover for *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*.

## 5. EXCLUSIONS

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

### 5.1 delay;

### 5.2 wear and tear, moth, vermin, normal atmospheric or climatic conditions or inherent vice;

### 5.3 mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured event has occurred;

### 5.4 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;

### 5.5 loss of data from any computer hardware or software;

### 5.6 loss of software from any computer;

### 5.7 anything *nuclear or radioactive*;

### 5.8 any chemical, biological, bio-chemical or electromagnetic weapon;

### 5.9 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;

### 5.10 *cyber attack*;

### 5.11 any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a *communicable disease* or any action taken by *you* in response to a regulatory authority's response to a *communicable disease*, its potential consequences or the fear or threat (whether actual or perceived) of a *communicable disease*.

For the purposes of Exclusion 5.11 loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test;

### 5.12 rust, oxidation and/or discolouration of the insured property unless caused by an insured event;

### 5.13 *your* misconduct, or intentionally caused by *you* or any person acting with *your* expressed or implied consent; and

### 5.14 pre-existing damage, loss or damage that existed or occurred prior to the commencement of the insured transit.

## 6. CLAIMS CONDITIONS

### 6.1 CLAIMS PROCEDURE – WHAT YOU MUST DO

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 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.

### 6.2 CLAIMS PROCEDURE – WHAT HAPPENS NEXT

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

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

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

### 6.3 CLAIMS SETTLEMENT

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

- 6.3.1 repair damaged *goods*; or
- 6.3.2 replace damaged or lost *goods* with the nearest equivalent new *goods*; or
- 6.3.3 pay *you* the cost of repair or replacement.

### 6.4 CONDUCT OF CLAIMS

*We* are entitled to:

- 6.4.1 conduct on *your* behalf any legal proceedings or negotiations relating to claims made against *you*;
- 6.4.2 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
- 6.4.3 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.

### 6.5 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.

## 6.6 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.

## 6.7 OTHER INSURANCE

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

## 6.8 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:

- 6.8.1 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
- 6.8.2 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.

## 6.9 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.

# 7. CANCELLING YOUR POLICY

## 7.1 HOW YOU MAY CANCEL YOUR POLICY

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

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

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

## 7.2 HOW WE MAY CANCEL YOUR POLICY

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

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

## 8. GENERAL CONDITIONS

### 8.1 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 and additional premium *we* require.

### 8.2 PRE-SHIPMENT CONDITION AND VALUATION SURVEY

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

### 8.3 WHEN YOUR PROPERTY ARRIVES

When *your* property is delivered to *you* at *your* new home, *you* will be asked to sign a delivery docket stating that it has been received and that there is nothing missing or damaged. *You* should not sign this unless *you* are satisfied that all *your* property has been received and is in good order. If *you* do not 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'.

### 8.4 CURRENCY

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

### 8.5 NOTIFICATION OF MATERIAL CHANGE

All notices and communications to *us* must be made or confirmed by *you* or *your* intermediary and sent to *our* office where *your* policy was issued. *You* must tell *us* as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk covered by this policy.

### 8.6 PROPER LAW AND JURISDICTION

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). The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, the parties to the policy submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

References to any Commonwealth, State or Territory Acts including any quoted Sections of same, when used within this policy will also include any subsequent amendment, replacement or successor legislation of those Acts and/or Sections references.

### 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 PRECAUTIONS

*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, *we* 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 the terms and conditions of this policy.

## 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.



[www.proteusinsurance.com.au](http://www.proteusinsurance.com.au)

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