

# Comprehensive Moving Insurance for your household goods and personal effects is only **\$448.25**



#### QUOTATION

Please note once payment is made via the BUY NOW portal, cover will be in place and the Insurance Certificate and Policy Wording will be e-mailed to you.

10-11-2021 11:54:17 AEST

Insurance Cost \$407.50 GST \$40.75 Total Insurance Cost \$448.25

#### Please note that cover will only be valid once payment is made via the Buy Now portal.

This insurance provides cover for accidental damage to household and personal goods in transit. For full details of cover please refer to the attached Policy Wording.

Reference

AURM624220

From

Rhodes NSW

Insured

Actlog test1

**Insured Goods** 

Household goods and personal effects

**Deductible** 

\$500

Date of Departure On or After

25-11-2021

To:

Camperdown NSW

**Arranged Via** 

Onexfort

**Sum Insured** 

\$62,500.00

#### Shipment Insurance Policy Wording and Product Disclosure Statement

All cover is subject to the terms, conditions and exclusions of the Policy wording provided to you prior to purchase. It is important that you acquaint yourself with terms of cover relating to your shipment.

It is a condition of cover that motor vehicles, motor cycles, and marine vessels must have photos of external panels prior to transport.

In the case of loss or damage immediate notice must be given to the following settling agent:

Chubb Insurance Australia Limited Level 18, 101 Miller Street North Sydney NSW 2060

O: +61 2 8912 9689 aus.marineclaims@chubb.com



## Financial Services Guide and Authorised Representative Profiles

Financial Services Guide
Coverforce Partners Pty Ltd trading as Coverfreight v1.1 – 1 October 2019
Authorised Representative Profiles
Coverforce 3LP Pty Ltd
v1.2 – 1 December 2019

#### **Financial Services Guide**

This Financial Services Guide (FSG) sets out the products and services that we offer you. It is designed to assist you in making an informed decision about whether to use any of those products or services and contains important information about:

- > how we and others are paid;
- > any potential conflict of interest we may have;
- > our internal and external dispute resolution procedures and how you can access them; and
- > arrangements we have in place to compensate clients for losses

The information in the FSG is current at the date of issue and is general information only. In this FSG, the words "we", "our" or "us" is a reference to Coverforce Partners Pty Ltd t/as Coverfreight. "You" and "your" refer to you as our client or the insured person.

This FSG is also available on our website at **coverforce.com.au.** 

The financial services referred to in this FSG are offered by:

Coverforce Partners Pty Ltd t/as Coverfreight ABN 57 089 245 465 AFSL 245377

Level 26, Tower One International Towers 100 Barangaroo Avenue Barangaroo NSW 2000

P 02 9376 7888 E compliance@coverforce.com.au

#### When we provide advice

If we provide you with General Advice, or assist you in obtaining a Retail insurance product (as defined in the Corporations Act 2001), we provide you with a general recommendation or opinion about a product which does not take into consideration your financial needs, situation or objectives. In these circumstances we will provide you with a General Advice Warning. We recommend that you read the relevant Product Disclosure Statement (PDS) in order to determine if that product is right for you. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy.

We will provide you with further information whenever we provide you with Personal Advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a Statement of Advice (SOA).

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to all other policies available, other than from those insurers we deal with regularly.

#### How can I instruct you?

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned in the adjacent column of this FSG.

## Who is responsible for the financial services provided?

Coverforce Partners Pty Ltd t/as Coverfreight (Coverfreight) is responsible for the financial services that will be provided to you including the distribution of this FSG. Coverfreight holds a current Australian Financial Services Licensee no: 245377. The contact details for Coverfreight are on the first page and last page of this FSG.

In some cases our services may be provided by Authorised Representatives, Distributors or Referrers (collectively referred to as **Representatives**) who have been provided with specific authority to provide services on our behalf. When dealing with our Representatives as a Retail Client they will provide you with information on their relationship with us and the services they are authorised to provide. Each of our Representatives are authorised by us to issue this FSG to you on our behalf.

## What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Coverfreight is authorised to deal in and provide financial product advice to Retail and Wholesale clients in relation to general insurance products and financial risk products.

We will do this for you as your broker unless we tell you otherwise.

Sometimes we will act under a binder or agency from the insurer. When we act under a binder or agency we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder or arrangement.

#### How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice. We consider our remuneration is fully earned at the time the invoice is issued.

We make all attempts to provide you with the correct calculations of premium, statutory and other charges that apply to your insurance. In the event that there is an error in these amounts (either because we or a third party have made an unintentional error), we reserve the right to correct the amount. Where permitted by law, you will not hold us responsible for any loss that you may suffer as a result of any such error.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

You may also pay your invoice utilising premium funding. If you do use premium funding you are able to pay your premium by instalments, although you will incur a fee and interest. Any benefit we may receive as a result of premium funding being arranged for you is set out in this document.

## How are any commissions, fees or other benefits calculated for providing the financial services?

Generally we are remunerated in the following ways:

- > a commission paid to us by the relevant insurer;
- > a service fee/administration fee; or
- > a combination of fees and commission.

Our commission will be calculated based on the following formula:

 $X = Y\% \times P$ 

In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0 and 30%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

Any fees that we charge you will be itemised on our invoice or statement.

If you pay by credit card we may charge you a fee which is nonrefundable and reimburses us for bank fees, interests and charges associated with the use of a credit card.

If you are no longer a client of Coverfreight, we may charge you a fee associated with the ongoing cost of managing your claims. Depending on any written agreement with us, this fee is up to \$250 per hour.

#### **Employee remuneration**

Our employees are paid a market salary and may be entitled to a performance bonus depending on the quality of work they provide to clients during any financial year and the achievement of company goals.

Our employees may also be invited to annual conferences, receive sponsorship for conferences, functions, meals or other non-monetary benefits from external parties such as insurers, underwriting agencies or reinsurers. You do not bear the cost of these events and such relationships are managed under our conflicts of interest policy. Our policy is that any of the above received by us or our representatives that exceed \$300 per item or transaction in estimated value are potentially material and must be disclosed to our Conflicts Manager in writing.

### Authorised Representatives, Distributors and Referrers

Our Representatives that provide financial services to you on our behalf are also remunerated. Our Representatives are not employees and are not paid a salary. Instead, they are paid a commission based on the remuneration that we receive from underwriters (not in addition to those amounts) generally between 50% – 80%.

If you were referred to Coverfreight by a third party we may pay that third party a referrer fee which is calculated on a percentage of the commission that we receive, generally between 10%-50%. This does not impact on the amount that you are charged for your insurance and the services that we provide.

#### Premium funding

If we arrange premium funding for you we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange or issue a product, this is when we become entitled to the commission. We have preferred supplier agreements in place with Hunter Premium Funding Pty Limited and Macquarie Premium Funding Pty Ltd.

Our commission rates for premium funding are in the range of 0% to 6% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you.

#### The Coverforce Group and other related entities

Coverfreight is part of a group of financial services companies (collectively, the **Coverforce Group**) including Coverforce Insurance Broking Pty Ltd (ABN 11 118 883 542) (the parent entity), which is a wholly owned subsidiary of Coverforce Holdings Pty Ltd (ABN 23 156 378 933), and Quanta Insurance Group Pty Ltd (ABN 29 118 886 927). If we recommend a product or service of a company in the Coverforce Group, we may receive benefits as a result of that referral including a share of any commission generated by that referral, dividends and in some cases a share of that entities profits.

We maintain independence by ensuring that all negotiations and discussions with entities in the Coverforce Group are conducted as if that entity was an unrelated party and the relationship between the entities does not influence us in our recommendation of a product to you. We will always recommend products to you that are an appropriate solution for your needs.

Where there is potential conflict of interest in our remuneration or arrangements generally with entities in the Coverforce Group we manage those in accordance with our conflicts of interest policy which all staff, Distributors and Authorised Representatives must comply with.

Should you have any questions in relation to or remuneration please do not hesitate to contact us.

#### What do we do with our remuneration?

Coverfreight utilises the remuneration it receives for a variety of purposes including:

- a. staff salaries;
- b. payments to Representatives; and
- c. funding of normal business operating expenses including rent and IT management.

## Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

Coverfreight is a member and shareholder of IBNA Limited t/as Insurance Brokers Network Australia (IBNA). IBNA has exclusive arrangements with insurers where they receive between 0.5% and 1.5% commission on premium placed by us with those insurers. Those payments are used to operate IBNA. As a result of our membership of IBNA we may be entitled to receive a share of the commission earned by IBNA at the end of each financial year, depending on the profitability of IBNA's performance during the year and any operating costs.

As a member of IBNA we have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are either funded by IBNA, subsidised by IBNA or available exclusively to shareholders for a fee.

In some instances we have agreements with various insurers to pay us a commission based on the volume of, or profitability, of work that we place with them. Some of those agreements include a profit share. Please let us know should you require more information about those insurers which we have these agreements with. These arrangements do not impact on the amount you are required to pay for your insurance and does not influence us in the decision of where to place your insurance.

## What arrangements do you have in place to compensate clients for losses?

Coverfreight has a professional indemnity insurance policy (PI policy) in place that complies with section 912B of the Corporations Act 2001.

The PI policy covers us and our employees (both past and present) for claims made against our employees and Authorised Representatives by clients as a result of negligent conduct by us in the provision of financial services.

## What information do you maintain in my file and can I access my file?

We maintain a record of your personal profile, including details of insurance policies that we arrange or issue for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. A copy is also available on our website **coverforce.com.au**.

If you wish to look at your file please ask us. We will make arrangements for you to do so.

## Contractual liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

#### Making a claim

Please contact us immediately if you need to lodge a claim.

If any claims are outstanding when you terminate our appointment as your insurance broker, we will provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf. Alternatively, we can continue to manage your claims for you at a fee of \$250 per hour.

#### **Duty of disclosure**

Before you enter into a contract of insurance, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept this risk and, if so, on what terms. The duty also applies when you renew, extend, vary or reinstate a contract of insurance. You do not have to disclose anything that:

- > reduces the risk to be undertaken by the insurer;
- > is common knowledge;
- your insurer knows, or in the ordinary course of its business, ought to know; or
- > your insurer has waived your obligations to disclose.

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.

#### Material changes

You must also notify your insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you. We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

#### Cooling off period - retail insurance only

If you decide that you do not need the retail insurance which has been arranged on your behalf, you have a minimum of 14 days from the date you receive confirmation of the contract and the date it was arranged to change your mind. You must tell the insurer in writing that you wish to return the insurance contract and have the premium repaid.

If you do so, the insurance contract will be terminated from the time you notified the insurer and the premium will be returned. The insurer may retain its reasonable administration and transaction costs and a short term premium. You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

#### What should I do if I have a complaint?

Contact us and tell us about your complaint. We will do our best to resolve it quickly.

If your complaint is not satisfactorily resolved within 14 days, put your complaint in writing and send it to the National Compliance Manager at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly within 45 days of receipt and acceptance of your complaint.

Coverfreight is a member of the Financial Ombudsman Service (FOS). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the FOS. The FOS can be contacted at:

Financial Ombudsman Service Level 12, 717 Bourke Street Docklands VIC 3008

GPO Box 3, Melbourne VIC 3001 P 1800 367 287 | F 03 9613 6399 info@fos.org.au | fos.org.au

#### Any questions?

If you have any further questions about the financial services Coverforce Partners provides, please contact us.

Please retain this document for your reference and any future dealings with Coverforce Partners.

#### Changes to this FSG

Information in this document may change from time to time. We may make changes by amending the FSG and publishing an updated version on our website. You may also obtain a printed copy of the updated information by calling your broker.

## Coverforce Partners t/as Coverfreight Authorised Representative Profile v1.1

Coverforce 3LP Pty Ltd (ACN 613 073 573) (**Coverforce 3LP**) is a Corporate Authorised Representative of Coverforce Partners Pty Ltd ACN 089 245 465 (Coverforce Partners), an Australian Financial Services License holder (AFSL 245377) under the Corporations Act 2001 (Cth). Coverforce 3LP and Coverforce Partners have entered into a joint venture relationship for the provision of financial services. Further details regarding Coverforce Partners products, services, remuneration and other important information may be found in our Financial Services Guide (FSG) attached to this Profile.

#### Introduction

Coverforce Partners has appointed Coverforce 3LP to act as an Authorised Representative (AR No 001244497). This Profile explains:

- > the services provided by Coverforce 3LP;
- > the authorisations provided to Coverforce 3LP; and
- > the remuneration that receives for its services.

Coverforce 3LP is authorised to distribute the Coverforce Partners FSG and this Profile which forms part of the FSG.

However, Coverforce Partners remains responsible for the financial services provided to you or through you to your family members, including the distribution of this FSG.

#### **Profile**

Coverforce 3LP is experienced in arranging and administering General Insurance Products for businesses of all sizes and all industries.

#### **Authorisations**

Coverforce Partners authorises Coverforce 3LP to provide financial product advice in relation to General Insurance Products to Retail and Wholesale clients under Coverforce Partners' AFSL.

The information provided to you by the Authorised Representative and its employees does not take into account your personal objectives, financial situations or needs.

Coverforce 3LP is not authorised to provide personal advice in relation to the above products or any other financial products. If such advice is required, you should contact Coverforce Partners at the contact details provided in this FSG.

#### Remuneration

Please refer to the attached FSG for a detailed explanation of commissions and fees that may be paid to Coverforce 3LP and Coverforce Partners. As an Authorised Representative Coverforce 3LP receives a percentage share of between 0 – 70% of commission generated by Coverforce 3LP in the placement of insurance policies.

#### How to instruct Coverforce 3LP

Any questions or concerns should be directed in the first instance to Coverforce 3LP:

#### Coverforce 3LP Pty Ltd

1/93 Commercial Road Newstead Brisbane QLD 4006

P 0499 995 533 mark jackson@coverforce3lp.com.au

Alternatively, Coverforce Partners can be contacted at:

#### Coverforce Partners Pty Ltd

Level 26, Tower One International Towers Sydney Barangaroo NSW 2000 P 02 9376 7888 F 02 9223 1333 E info@coverforce.com.au

ACN 089 245 465 | ABN 57 089 245 465 | AFSL 245377



### Steve Mahaffey

### Authorised Representative Profile v1.1

Stephen Mahaffey is an Individual Authorised Representative of Coverforce Partners Pty Ltd ACN 089 245 465 (Coverforce Partners), an Australian Financial Services Licence holder (AFSL 245377) under the Corporations Act 2001 (Cth). Coverforce 3LP Pty Ltd ACN 613 073 573 (Coverforce 3LP) and Coverforce Partners have entered into a joint venture relationship for the provision of financial services. Coverforce 3LP is a Corporate Authorised Representative of Coverforce Partners (CAR No. 001244497). Stephen Mahaffey provides services as an Individual Authorised Representative through Coverforce 3LP. Further details regarding Coverforce Partners products, services, remuneration and other important information may be found in our Financial Services Guide (FSG) attached to this Profile.

#### Introduction

Coverforce Partners has appointed Stephen Mahaffey (Steve Mahaffey) to act as an Authorised Representative (AR No. 000425423). This Profile explains:

- > the services provided by Steve Mahaffey;
- > the authorisations provided to Steve Mahaffey; and
- > the remuneration that Steve Mahaffey receives for his services.

Steve Mahaffey is authorised to distribute the Coverforce Partners FSG and this Profile which forms part of the FSG.

However, Coverforce Partners remains responsible for the financial services provided to you or through you to your family members, including the distribution of this FSG.

#### **Profile**

Steve Mahaffey's experience is in arranging and administering general insurance products for businesses of all sizes and operational in all industries.

#### **Authorisations**

Coverforce Partners authorises Steve Mahaffey to provide financial product advice in relation to General Insurance Products to Retail and Wholesale clients under Coverforce Partners' AFSL.

The information provided to you by the Authorised Representative and its employees does not take into account your personal objectives, financial situations or needs. Steve Mahaffey is not authorised to provide personal advice in relation to the above products or any other financial products. If such advice is required, you should contact Coverforce Partners at the contact details provided in this FSG.

#### Remuneration

Steve Mahaffey is not an employee of Coverforce 3LP. Any remuneration Steve Mahaffey may be entitled to receive arising out of the performance of his role as an authorised representative is not paid to him by Coverforce 3LP and is subject to a separate employment agreement. Under that employment agreement, Steve Mahaffey receives a market salary and may be entitled to a performance bonus depending on the quality of his work provided to clients in the relevant financial year and the achievement of company goals.

As a Corporate Authorised Representative of Coverforce Partners, Coverforce 3LP receives a percentage share of between 0 – 70% of commission generated by Coverforce 3LP in the placement of insurance policies.

Please refer to the attached FSG for a detailed explanation of commissions and fees that may be paid to Coverforce Partners.

#### How to instruct Steve Mahaffey

Any questions or concerns should be directed in the first instance to Steve Mahaffey at:

P 0499 995 522 steve mahaffey@coverforce3lp.com.au

Alternatively, Coverforce Partners can be contacted at:

#### Coverforce Partners Pty Ltd

Level 26, Tower One International Towers Sydney Barangaroo NSW 2000 P 02 9376 7888 F 02 9223 1333 E partners@coverforce.com.au

ACN 089 245 465 | ABN 57 089 245 465 | AFSL 2453



## For more information about Coverfreight call or visit our website:

- **O**7 3613 7902
- coverfreight.com.au

This financial services guide is issued by Coverforce Partners Pty Ltd t/as Coverfreight ACN 089 245 465 ABN 57 089 245 465 AFSL 245377

Level 26, Tower One International Towers Sydney Barangaroo NSW 2000

P 02 9376 7888 F 02 9223 1333 E compliance@coverforce.com.au coverforce.com.au/partners



### Chubb Shipment Insurance Policy Wording And Product Disclosure Statement





#### Contents

Abo	out Chubb Insurance Australia Limited	3
Imp	portant Information	3
1.	About this Shipment Insurance PDS	3
2.	About Chubb Insurance Australia Limited	3
3.	Our agreement with the Insured (the Policy)	4
4.	Cooling off period and Cancellation Rights	4
5.	Privacy Statement	4
6.	Complaints and Dispute Resolution	5
7.	Premium	7
8.	Financial Claims Scheme and Compensation Arrangements	7
9.	Duty of Disclosure	8
Policy Wording		8
Section 1 – What We Cover and What We Pay		8
Sec	ction 2 - Definitions	9
Section 3 - Exclusions		10
Section 4 – Claims Conditions		12
Section 5 – General Conditions		13
About Chubb		15
Contact Us		15

## Chubb Shipment Insurance Policy Wording and Product Disclosure Statement (PDS)

#### About Chubb Insurance Australia Limited

ABN: 23 001 642 020

AFS Licence Number: 239687

Head Office: Grosvenor Place Level 38, 225 George Street, Sydney NSW 2000

Postal address: GPO Box 4907, Sydney NSW 2001

O 1800 815 675

E CustomerService.AUNZ@chubb.com

#### **Important Information**

#### 1. About this Shipment Insurance PDS

This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

#### General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

#### Preparation Date

This PDS was prepared on June 6, 2019. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

#### 2. About Chubb Insurance Australia Limited

ABN: 23 001 642 020

AFS Licence Number: 239687

Head Office: Grosvenor Place Level 38, 225 George Street, Sydney NSW 2000

Postal address: GPO Box 4907, Sydney NSW 2001

O 1800 815 675

E CustomerService.AUNZ@chubb.com

#### General Insurance Code Of Practice

We are a signatory to the General Insurance Code of Practice (the **Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

#### 3. Our agreement with the Insured (the Policy)

Where We have agreed to enter into the Policy with the Insured We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Insured confirming entry into the Policy and any other document that We issue to the Insured that We advise will form part of the Policy (e.g. an endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- the Premium payable by the Insured;
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the "Policy" the Insured has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

#### 4. Cooling off period and Cancellation Rights

The Insured has twenty-one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty-one (21) days, We will cancel the Policy, provided the Insured has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Insured has cancellation rights.

#### 5. Privacy Statement

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited (Chubb).

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our <u>website</u>.

#### Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

#### How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

#### When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

#### Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

#### Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Where your request concerns **Chubb Insurance Australia Limited** please return the form to:

Email: <u>CustomerService.AUNZ@chubb.com</u>

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

#### How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer Chubb Insurance Australia Limited GPO Box 4907 Sydney NSW 2001 +61 2 9335 3200 Privacy.AU@chubb.com.

#### 6. Complaints and Dispute Resolution

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Please note that if We have resolved Your initial complaint to Your satisfaction by the end of the 5th business day after We have received it, and You have not requested that We provide You a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

#### Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Us at:

The Complaints Officer Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001 O 1800 815 675 E Complaints.AU@chubb.com

The members of Our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

Please note if Your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), We may elect to refer it straight to Stage 2 for review by Our Internal Dispute Resolution team.

#### Stage 2 – Internal Dispute Resolution Procedure

If You advise Us that You wish to take Your complaint to Stage 2, Your complaint will be reviewed by members of Our internal dispute resolution team, who are independent to Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact Our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service Chubb Insurance Australia Limited GPO Box 4065 Sydney NSW 2001 O +61 2 9335 3200 F +61 2 9335 3411 E DisputeResolution.AU@chubb.com

Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your dispute.

We will keep You informed of the progress of Our review of Your dispute at least every ten (10) business days and will respond to Your dispute in writing within fifteen (15) business days, provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames. If We cannot agree, You may refer Your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. 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.

#### Stage 3 - External Dispute Resolution

If You are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. 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 consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 O 1800 931 678 (free call) F +61 3 9613 6399 E info@afca.org.au W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

#### 7. Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy. When calculating the Premium for the Policy We take a range of factors into account, including:

- 1. Type of property transported;
- 2. Declared value of property;
- 3. Mode of transportation; and
- 4. Shipment destination.

It is important for the Insured to know that the Premium varies depending on the information We receive from the Insured about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they should impact on the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Insured applies for this insurance, the Insured will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

#### Non payment of Premium

If the Insured fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy.

#### 8. Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to

the Scheme is subject to eligibility criteria. Please refer to www.apra.gov.au or call the APRA hotline on 1300 558 849 for more information.

#### Duty of Disclosure

#### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

#### What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### **Policy Wording**

In consideration of the payment of the **Premium** and in reliance upon all statements and declarations made and information provided to Chubb Insurance Australia Limited (Chubb) (ABN 23 001 642 020) and subject to all the terms, conditions and limitations of this **Policy**, **Chubb** agrees with the **Insured** as follows:

#### Section 1 – What We Cover and What We Pay

- 1.1 If, during the **Policy Period**, the **Insured's Property** is accidentally **Lost**, stolen, damaged or destroyed while being **Transported** by a **Transport Operator**, **We** will either, at **Our** sole discretion, pay the **Insured**:
  - a) where the **Property** is damaged, the reasonable cost of repairing the damaged **Property** or where **We** consider it uneconomical to repair, the replacement cost; or
  - b) where the **Property** is **Lost**, stolen or destroyed, the replacement cost of the **Lost**, stolen or destroyed **Property** up to the **Sum Insured**.
- 1.2 **We** will pay to the **Insured** the **General Average** and salvage charges arising from incidents occuring during the **Policy Period**, adjusted or determined according to the **Consignment Note** and/or the governing law and practice, incurred to avoid or in connection with the avoidance of **Loss**, damage or destruction of **Insured's Property** (except where such **Loss**, damage or destruction would be excluded under this **Policy**).
- 1.3 **We** will pay to the **Insured** such amount against liability incurred under any 'Both to Blame Collision Clause' where there is an express provision in the **Consignment Note**. In the event of any claim brought against the **Insured** under the said clause, the **Insured** shall notify **Chubb** who shall have the right (but not the obligation) to defend the **Insured** against such claim up to the value of the **Sum Insured**. The costs and expenses to defend the **Insured** against such claim shall form part of and are not in addition to the **Sum Insured**.

In no event shall the total amount(s) **We** pay under this **Policy** exceed the **Sum Insured**.

#### Section 2 - Definitions

Wherever appearing in this **Policy**, the following definitions apply:

- 2.1 **Act of Terrorism** means any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2.2 **Chubb**, **We**, **Us**, or **Our** means Chubb Insurance Australia Limited (ABN 23 001 642 020).
- 2.3 **Consigned Address** means the address in the **Policy Territory** to which the **Transport Operator** has been instructed to deliver the **Insured's Property**.
- 2.4 **Certificate of Insurance** means the document which contains details of the cover provided to the **Insured** by **Chubb**, issued with and forming part of the **Policy**.
- 2.5 **Consignment Note** means a document containing the **Transport Operator's** terms and conditions of carriage and which provides proof that the **Property** has been received by the **Transport Operator**.
- 2.6 **Deductible** means the amount stated in the **Certificate of Insurance** which is borne and payable by the **Insured** in respect of **Loss**, theft, damage or destruction of each individual **Property**.
- 2.7 Excluded Property means
  - a) bullion;
  - b) cash securities and other cash equivalents;
  - goods which are banned, prohibited or otherwise excluded by any law, regulation or statute of any jurisdiction from which the **Property** is collected, delivered, or through which the **Property** is **Transported**;
  - d) live animals or plants;
  - e) precious jewellery, metals, stones;
  - f) temperature sensitive goods:
  - g) perishable goods;
  - h) any property which the **Transport Operator** specifically excludes from shipment under the **Consignment Note**, and any liability arising from the shipment of such excluded property.
- 2.8 **General Average** means the amount the **Insured** is legally liable to pay when an extraodinary sacrifice or expenditure is reasonably incurred for the common safety and purpose of preserving the **Property** from loss or damage when it is involved in a common maritime adventure.
- 2.9 **GST** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other goods and services tax, or any tax applying to this transaction in a similar way.
- 2.10 **Input Tax** shall have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 as from time to time amended.
- 2.11 **Insured** means a person who:
  - a) elects to have its **Property Transported** by the **Transport Operator**; and
  - b) elects to have its **Property insured** under this **Policy** and in respect of which **Premium** has been paid.
- 2.12 **Lost** or **Loss** means the **Property** has not arrived at the **Consigned Address** 30 days after the scheduled delivery date advised by the **Transport Operator**.

- 2.13 **Policy** means the contract of insurance between the **Insured** and **Us** which comprises this policy wording and any endorsement **We** issue varying the policy cover.
- 2.14 Policy Period means the period starting from the time when the Transport Operator collects the Property from anywhere within Australia and shall continue whilst the Property is Transported and during all loading and unloading operations, and shall terminate at the time the Property is delivered to the Consigned Address or 30 days after the Transport Operator is scheduled to deliver, in accordance with the Consignment Note, the Property to the Consigned Address, whichever is earlier.
- 2.15 **Policy Territory** means anywhere within Australia subject always to Exclusion 3.3 (Compliance) and Exclusion 3.4 (Sanctions).
- 2.16 **Premium** means the amount payable by an **Insured** to **Chubb** to insure the **Property** under this **Policy** and includes, if applicable, any taxes and other government charges, levies and duties and other amounts charged by **Chubb**.
- 2.17 **Property** means the property of the **Insured** as declared in the **Consignment Note**.
- 2.18 **Reduction In Value** means any reduction in value arising from the repair or restoration of damaged **Property** or any depreciation as a result thereof.
- 2.19 **Sum Insured** means the maximum amount payable by **Chubb** under this **Policy** as the value of the **Property** specified in the **Consignment Note**, subject to a maximum amount of AUD <insert>.
- 2.20 **Transported** means the transportation of **Property** by road, rail, vessel or air from anywhere within Australia to anywhere within the **Policy Territory** by the **Transport Operator** and for which a **Consignment Note** has been issued.
- 2.21 **Transport Operator** means a company or entity carrying on business as a professional transport operator and undertaking the transportation of **Property** either directly or through a sub-contractor carrying on business as a professional transport operator.

#### Section 3 - Exclusions

- 3.1 **We** will not indemnify the **Insured** for any **Loss**, theft, damage or destruction to its **Property** or for any other liability under this **Policy** arising out of or in any way connected with:
  - a) **Civil Commotion** any civil commotion, labor disturbances, locked out workers, riots or strikes;
  - b) Conditions of Carriage
    any non-compliance with or breach by the **Insured** of any condition of carriage set out in the
    Consignment Note;
  - c) Cyber Attack
    - i. Subject only to clause (ii) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
    - ii. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

#### d) Delay

any delay, even if such delay was caused by a risk insured against;

#### e) Faulty Workmanship

any fault, defect, failure, error or omission in design or faulty workmanship or materials;

#### f) Fraud, Dishonesty and Intentional Conduct

the **Insured** committing or condoning or allegedly committing or condoning any:

- i. dishonest or fraudulent act or omission; or
- ii. any malicious, criminal or intentional breach of the law;

#### g) Inherent Vice

any inherent vice or latent defect in the **Property**;

#### h) Insufficiency of Packaging and Incorrect Address

any insufficiency or deficiency of packing and/or packaging including but not limited to:

- i. fragile goods not being labelled as fragile; or
- ii. failure to provide accurate or correct **Consigned Address**.

This exclusion will not apply if the insufficiency, deficiency or failure did not contribute to the **Loss**, damage or destruction of the **Property**;

#### i) Lawful Seizure

the lawful seizure, confiscation or detention of all or any part of the **Insured's Property**;

#### j) Mechanical, Electrical or Electronic Failure

any mechanical, electrical or electronic failure unless there is visible external physical damage that occurred while being **Transported**;

#### k) Ordinary Leakage

any ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear;

## l) Radioactive Contamination, Chemical Biological, Bio-Chemical and Electromagnetic Weapons

- i. any ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. any radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv. any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- v. any chemical, biological, bio-chemical, or electromagnetic weapon;

#### m) Rust, Oxidation and/or Discolouration

any rust, oxidation and/or discolouration unless caused by visible external physical damage that occurred while being **Transported**;

#### n) War and Terrorism

i. any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or

- ii. any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**, theft, damage, or destruction to the **Property**.
- 3.2 This **Policy** does not cover any loss or damage of or to the following:
  - a) Excluded Property;
  - b) **Reduction in value**

#### 3.3 Compliance

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would amount to a contravention of any law, regulation or statute of any jurisdiction from which the **Property** is collected, delivered, or through which the **Property** is **Transported**, including but not limited to any law, regulation or statute prohibiting the insurance of such **Property** by an insurer not authorised to offer or provide insurance cover in such jurisdiction.

#### 3.4 Sanctions Exclusion

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent company, affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Commonwealth of Australia or United States of America.

#### Section 4 – Claims Conditions

#### 4.1 Claims Notification

a) The **Insured** must, as soon as practicable, give written notice to **Chubb** at:

aus.marineclaims@chubb.com

of any **Loss**, theft, damage or destruction of the **Insured's Property**, but always no later than 7 days after the delivery of the **Insured's Property** at the **Consigned Address** or 30 days after the **Insured's Property** is deemed **Lost**.

- b) The **Insured** must include the following information in its notification:
  - i. a copy of the **Consignment Note** and itemised packing list;
  - ii. where the **Property** is damaged or destroyed, photos of the damaged or destroyed **Property** and packaging;
  - iii. where the **Property** is **Lost** or stolen, written confirmation from the **Transport Operator** that the **Property** has been **Lost** or stolen;
  - iv. invoice for the **Lost**, stolen, damaged or destroyed **Property** and/or any other valuation documents;
  - v. the **Insured's** bank account details where claim settlement by electronic transfer is required

#### 4.2 Goods and Services Tax

If the **Insured** is registered for **GST** and would be entitled to a credit to **Input Tax** if it were to incur the cost to which a claim under this **Policy** relates, **We** will reduce any amount **We** pay in respect of any such claim by an amount equal to the credit to **Input Tax** which the Insured is entitled.

#### 4.3 General Mitigation and Co-operation

The **Insured** must at its own expense take all reasonable steps and precautions in doing all things reasonably practicable to preserve and avoid or minimise any actual or potential **Loss**, theft, damage or destruction of the **Property**.

#### 4.4 Subrogation

In the event of any payment under this **Policy**, **We** will be subrogated to all the **Insured's** rights of recovery against any person or organisation and the **Insured** shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of s.67 of the Insurance Contracts Act 1984 (Cth).

#### 4.5 Verification and Salvage

**We** reserve the right to inspect and/or collect any damaged or destroyed **Property** and where a claim has been fully paid by **Us**, **We** have the right to retain any salvageable **Property** or part thereof.

#### Section 5 - General Conditions

5.1 In order to recover under this **Policy** the **Insured** must have an insurable interest in the **Property**.

#### 5.2 Assignment and Benefit of Insurance

Assignment of an interest under this **Policy** does not bind **Us** until **Our** consent is endorsed on the **Policy**. If the **Insured** dies or is adjudged bankrupt or insolvent, this insurance will cover:

- a) the **Insured's** legal representative acting on behalf of the **Insured** or the **Insured's** estate;
- b) any person or corporation having lawful temporary custody of property which is or was before the **Insured's** death owned or possessed by the **Insured** until the appointment of a legal representative.

This **Policy** shall not extend to or otherwise benefit any carrier (including the **Transport Operator**) or other bailee.

#### 5.3 Cancellation

a) The **Insured** may cancel this **Policy** at any time prior to the **Transport Operator** collecting the **Property** by giving **Us** written notice of such cancellation to:

Chubb Insurance Australia Limited Grosvenor Place Level 38, 225 George Street Sydney NSW 2000

Such cancellation shall take effect immediately upon us receiving such written notice.

b) **We** may cancel this **Policy**, at any time in any circumstances set out in the Insurance Contracts Act 1984 by giving the **Insured** written notice at the address of the **Insured** in the **Consignment Note**. Such cancellation shall take effect immediately upon the Insured receiving such written notice unless otherwise provided by law.

#### 5.4 Clerical Error

Clerical errors made by  $\mathbf{U}\mathbf{s}$  shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

#### 5.5 **Currency**

**Premiums** and any amount payable under this **Policy** shall be in the Australian currency.

#### 5.6 **Deductible**

**We** will only pay under this **Policy**, in respect of **Loss**, theft, damage or destruction of each individual **Property**, the amount of loss which is in excess of the deductible amount of AUD <insert>.

#### 5.7 Governing Law

This **Policy** shall be governed by the law of the Australian state or territory of the office of **Chubb** from which the **Policy** was issued.

#### 5.8 Policy Construction and Interpretation

In this **Policy**, unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) headings are merely descriptive and not to aid interpretation;
- c) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- d) bolded words used in this **Policy** have the meanings set out in Section 2 (Definitions) of this **Policy**.

#### 5.9 Premium Payment

The **Insured** shall pay the **Premium** by the date when the **Consignment Note** is issued.

#### **About Chubb**

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

More information can be found at www.chubb.com/au.

#### Contact Us

Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place Level 38, 225 George Street Sydney NSW 2000 O +61 2 9335 3200 F +61 2 9335 3411 www.chubb.com/au

In partnership with:



### Chubb. Insured.<sup>™</sup>