



# COVERFREIGHT

## Comprehensive Quotation

### Comprehensive Moving Insurance for your personal goods is just **\$412.50**

### BUY NOW

**Coverfreight offers personal goods in transit cover.** It starts when your goods are picked up and finishes when they are delivered to their final destination. Please review the **target market determination** and **product disclosure statement** to ensure this product meets your needs.

Insurance Cost	GST	Invoice Total	Date
\$375.00	\$37.50	<b>\$412.50</b>	07-12-2022

Insured	Depart On or After	Removalist
Glency	05-12-2022	Onexfort
Quote Number	Insured Goods	Sum Insured
AURM000645657	Personal Effects	\$35,000.00
From	To	Excess
Wa AUSTRALIA	Sa AUSTRALIA	\$750.00

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

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

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 the terms of cover relating to your shipment.

Enquiries: [info@coverfreight.com.au](mailto:info@coverfreight.com.au) or +61 7 3613 7900 or +61 4 9999 5511

Coverforce 3LP Pty Ltd ACN 613 073 573 is a Corporate Authorised Representative (CAR 1244497)  
of Coverforce Partners Pty Ltd ABN 57 089 245 465 ACN 089 245 465 AFSL 245377

# Financial Services Guide

## AFS Licensee & Authorised Representative

Document ID Number: V 1.4

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AFSL Name: Coverforce Partners Pty Ltd trading as Coverfreight

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AR: Coverforce 3LP Pty Ltd

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Date prepared: 26 November 2021



# Coverforce 3LP Pty Ltd

## Financial Services Guide V 1.4



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

**Coverforce 3LP Pty Ltd (Coverforce 3LP) (AR No. 001244497) (ACN 613 073 573)**

1/93 Commercial Road, Newstead QLD 4006

P: 0499 995 522

E: mark\_jackson@coverforce3lp.com.au

### Lack of Independence

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you

We, Coverforce 3LP Pty Ltd are not independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We or Coverforce Partners Pty Ltd trading as Coverfreight may receive remuneration, commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products;
- We or Coverforce Partners Pty Ltd trading as Coverfreight may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and/or
- We or Coverforce Partners Pty Ltd trading as Coverfreight may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.

If you have any questions about this information, please ask us.

### AUTHORISED REPRESENTATIVES

**Stephen Mahaffey**

AR No. 000425423

P: 0499 995 511

E: steve\_mahaffey@coverforce3lp.com.au

**Coverforce 3LP** is the authorised representative of **Coverforce Partners Pty Ltd trading as Coverfreight (Coverfreight) (ABN 57 089 245 465)**

Level 26, Tower One International Towers, 100 Barangaroo Avenue, Barangaroo, New South Wales 2000

P: 02 9376 7888

E: compliance@coverforce.com.au

**This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:**

- the services we offer you.
- 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.
- 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 3LP. “You” and “your” refer to you as our client or the insured person.

Coverfreight holds a current Australian Financial Services Licence No: 245377 and is responsible for the financial services that Coverforce 3LP provides to you. Coverforce 3LP's Authorised Representative No is 001244497. Coverfreight is also responsible for the content and distribution of this FSG. The distribution of this FSG by Coverforce 3LP is authorised by Coverfreight.



### PRODUCT DISCLOSURE STATEMENT (PDS)

If you are a retail client and we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a Product Disclosure Statement (**PDS**), unless you already have an up-to-date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that product.

### From when does this FSG apply?

This FSG applies from 26th November 2021 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.

### How can I instruct you?

You can contact us to give us instructions by post, phone, fax or email mentioned on page 1 of this FSG.

### Who is responsible for the financial services provided?

Coverfreight is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.

Coverfreight holds a current Australian Financial Services Licensee No: 245377. The contact details for Coverfreight are on the front of this FSG.

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

Coverforce 3LP is authorised to:

- provide financial product advice in relation General Insurance Products to Wholesale and Retail Clients; and
- deal in and arrange the General Insurance Products at the request of the Client

under Coverforce's Australian Financial Services Licence. We will do this on your behalf as your broker unless we tell you otherwise.

The products in respect of which Coverforce 3LP has been authorised by Coverforce to provide the above services are:

- General Insurance Products
- (the **Products**)

Sometimes we will act under a binder or agency arrangement that Coverfreight has with an 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 agency arrangement to arrange your insurance or advise you about your insurance needs.

### Will I receive tailored advice?

Coverfreight holds an Australian Financial Services Licence (**AFSL**). This allows Coverfreight to provide personal financial product advice.

Coverforce 3LP is not authorised to provide personal advice in relation to the Products or any other financial products. If such advice is required, you must contact Coverforce at the contact details in this document.

The information provided to you by Coverforce 3LP and its employees does not take into account your personal objectives, financial situations or needs.

Coverforce 3LP is authorised to deal in and provide general product advice and services to wholesale and/or retail clients. Coverforce 3LP is not authorised to give personal advice in relation to the products Coverfreight authorises them to sell. The information Coverforce 3LP provides you does not take into account your personal objectives, financial situations or needs. If such advice is required, you must contact Coverforce at the contact details in this document.

### 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.

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

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

Coverfreight and Coverforce 3LP are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of Coverfreight's privacy policy is available on request. A copy is also available on Coverfreight's website, [www.coverforce.com.au](http://www.coverforce.com.au). If you wish to look at your file, please ask us. We will make arrangements for you to do so.



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

Payment for the services we provide to you are payable directly to Coverfreight. For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. Coverfreight often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to Coverfreight by the insurers. However, in some cases you will also be charged a fee. These will all be shown on the invoice that we send you.

You can choose to pay for our services by any of the payment methods set out in the invoice. You are required to pay Coverfreight within the time set out on the invoice.

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 commission.

When you pay your premium it will be banked into Coverfreight's trust account. Coverfreight will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with Coverfreight's arrangements with the insurer. Coverfreight's will earn interest on the premium while it is in our trust account, or we may invest the premium and earn a return. Coverfreight 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 Coverforce 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?

Coverfreight's commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = Coverfreight's commission

Y% = the percentage of commission paid to Coverfreight by the insurer. Coverfreight's 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).

We will receive the following remuneration in respect of the services provided:

- > a percentage share of between 0 – 70% of commission generated by Coverforce 3LP in the placement of insurance policies.

Our Individual Authorised Representatives are not employees of Coverforce 3LP. Any remuneration our Individual Authorised Representatives may be entitled to receive arising out of the performance of their role as an authorised representative is not paid to them by Coverforce 3LP and is subject to a separate employment agreement. Under that employment agreement, the Individual Authorised Representative receives a market salary and may be entitled to a performance bonus depending on the quality of their work provided to clients in the relevant financial year and the achievement of company goals.

Any fees that we or Coverforce charge you will be itemised on our Invoice or Statement and for Retail Clients we disclose the dollar value of the commissions earned. If you pay by credit card we may charge you a fee which is non-refundable 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.

Coverfreight do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If Coverfreight does, Coverfreight will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 10% to 50% of our commission or fees.

Coverfreight's employees are paid a market salary and may be entitled to a performance bonus depending on the quality of work that they provide to clients during any financial year and the achievement of company goals. Coverfreight's 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 Coverfreight conflicts of interest policy. Coverfreight 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 Coverfreight Conflicts Manager in writing.

See below for information on the Steadfast association and commission.





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

As a Steadfast Network Broker of Steadfast Group Limited, ABN 98 073 659 677 (**Steadfast**), Coverfreight have access to services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast commission of between 0.5 – 1.5% for each product arranged by Coverfreight with those Partners, or alternatively a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

Coverfreight may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period). You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

If we arrange premium funding for you, we and Coverforce may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we and Coverfreight paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges). If you instruct us to arrange or issue a product, this is when Coverfreight become entitled to the commission.

Coverfreight's 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 Coverfreight are paid for that funding arrangement compared to the other arrangements that were available to you.

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 with which we have these agreements. These arrangements do not impact on the amount you are required to pay for your insurance and does not influence us in deciding where to place your insurance.

Coverforce subscribes to the Insurance Brokers Code of Practice.

### The Coverforce Group and other related entities

Coverfreight is part of a group of financial services companies (collectively referred to as the Coverforce Group). The Coverforce Group is comprised of the following companies:

- Coverforce Insurance Broking Pty Ltd (ABN 11 118 883 542);
- Coverforce Partners Pty Ltd (ABN 57 089 245 465)
- Coverforce Pty Ltd (ABN 31 067 079 261); 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 ensure 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 should I do if I have a complaint?

1. Contact your consultant and/or Coverforce Compliance on [compliance@coverforce.com.au](mailto:compliance@coverforce.com.au) about your complaint. Coverfreight will do their best to resolve it quickly.

If your complaint is not satisfactorily resolved within 5 days, your complaint will be escalated to our Compliance Manager. You can contact the Compliance Manager on 1300 503 503 or put your complaint in writing and email it to [compliance@coverforce.com.au](mailto:compliance@coverforce.com.au) or send it to the Complaints Manager at the address noted at the beginning of this FSG. Coverfreight will try and resolve your complaint quickly and fairly.

2. Coverfreight is a member of the Australian Financial Complaints Authority (AFCA). If after 30 days, your complaint is still not resolved in a manner acceptable to you, you have the right to refer the



matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

Mailing address:

Australian Financial Complaints Authority,  
GPO Box 3, Melbourne, VIC 3001

**P:** 1800 931 678

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

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

### What arrangements are in place to compensate clients for losses?

Coverfreight has a professional indemnity insurance policy (PI policy) in place.

The PI policy in place covers Us and our employees for claims made against Us by clients as a result of the conduct in the provision of financial services. The PI policy will cover us for claims relating to the conduct of representatives who no longer work for us.

This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

### Cooling off Period

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 earlier of 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.

We note that the above is the standard cooling off period and that you should check your Insurer's Product Disclosure Statement for the specific cooling off period that relates to your product.

### Making a claim

Please contact Us or your Insurer immediately if you need to lodge a claim. Further details on how to make a claim on your policy can be found in the relevant Product Disclosure Statement.

### Duty to take reasonable care not to make a misrepresentation

A contract of insurance is a consumer insurance contract if the insurance is obtained wholly or predominantly for personal, domestic or household purposes of the insured. It includes general insurance contracts (such as consumer credit, motor vehicle, home and contents, sickness and accident and travel insurances) and life insurance contracts.

When you apply for home insurance, car insurance or any other insurance that is wholly or predominantly for personal, domestic or household use we will ask you specific questions that are relevant to the insurers decision to insure you and on what terms including the premium that the insurer will charge.

When you take out, renew, extend or vary your insurance policy, it is important that you understand you are answering questions for yourself and anyone else to be covered by the policy.

You should always provide us with complete and honest answers to all the questions we ask you, by answering questions about yourself and other named policyholders to the best of your knowledge.

This is your duty to take reasonable care not to make a misrepresentation.

If you breach your duty, the insurer may be entitled to refuse to pay your claim, reduce the amount payable for a claim or cancel your policy.

If your breach is fraudulent, your policy may be cancelled from the beginning.

### Changes to your circumstances

During the term of your contract of insurance, we ask that you inform your insurer of any changes to the details on your Certificate of Insurance that are no longer accurate.

Any changes may affect the premium and excesses applied to your policy or 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.

### Any questions?

If you have any further questions about the financial services we or Coverfreight provides, please contact Us at the contact details noted on page 1 of this document.

**Please retain this document for your reference and any future dealings with Us or Coverfreight.**

# Chubb Shipment Insurance Policy Wording And Product Disclosure Statement

CHUBB®





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

## About Chubb Insurance Australia Limited

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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

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### 1. About this Shipment Insurance PDS

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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

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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](http://www.codeofpractice.com.au) and on request.

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

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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

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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

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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 [website](#).

#### *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](mailto: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 as 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 or 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](mailto: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](http://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: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

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](mailto:Privacy.AU@chubb.com).

## **6. Complaints and Dispute Resolution**

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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](mailto:info@afca.org.au)  
W [www.afca.org.au](http://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

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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

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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](http://www.apra.gov.au) or call the APRA hotline on 1300 558 849 for more information.

## 9. Duty of Disclosure

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### *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

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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

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- 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 occurring 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

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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;
  - c) 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 extraordinary 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

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- 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

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### 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

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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 **Us** 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

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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](http://www.chubb.com/au).

## Contact Us

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

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Sydney NSW 2000  
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F +61 2 9335 3411  
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In partnership with:



Chubb. Insured.<sup>SM</sup>