

Freighty Shipment Insurance™ Policy Wording And Product Disclosure Statement (PDS)

Underwritten by Chubb Insurance
Australia Limited

CHUBB®



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Freighty 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 **Insured's** individual objectives, financial situation or needs nor those for whom the **Insured** 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 30 November 2018. Other documents may form part of Our **PDS** and if they do, We will tell the **Insured** in the relevant document.

About Chubb Insurance Australia Limited ABN: 23 001 642 020
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Head Office: Grosvenor Place Level 38, 225 George Street, Sydney NSW 2000
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E CustomerService.AUNZ@chubb.com

2. 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 **Certificate of Insurance** 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 **Certificate of Insurance** 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 **Certificate of Insurance** 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. Relationship between Chubb and intermediaries

BMS Risk Solutions Pty Ltd (ABN 45 161 187 980) (**BMS**) is appointed by **Us** as **Our** agent under a binder agreement and claims outsourcing agreement in terms of which we have authorised **BMS** to distribute the **Policy** and manage claims on **Our** behalf within a defined authority. **BMS** is remunerated by **Us** for its distribution services. **BMS** does not act on **Your** behalf when distributing the **Policy** or handling claims.

Insure The Purchase Pty Ltd (ACN 629 898 013) (**Freighty**) is appointed by **BMS** as their agent under an authorised representative agreement to distribute the **Policy** within a defined authority. **We** have appointed **Freighty** under a claims outsourcing agreement in terms of which we have authorised **Freighty** to manage claims on **Our** behalf within a defined authority. **Freighty** is remunerated by **BMS** for its distribution services. **Freighty** does not act on **Your** behalf when distributing the **Policy** or handling claims.

BMS is authorised to appoint other distributors under the binder agreement **We** have with **BMS** within a defined authority. These distributors act on behalf of **BMS** and are remunerated by **BMS** to distribute the **Policy**. Where a distributor relationship exists it will be disclosed to **You** prior to the purchase of the **Property**. These distributors do not act on **Your** behalf when distributing the **Policy**.

5. Cooling off period

The **Insured** has twenty-one (21) days after entry into the **Policy** 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 not 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.

These cooling off rights do not apply if:

- the **Insured's Property** has been collected by the **Transport Operator**; or
- if the **Insured** has made or the **Insured** is entitled to make a claim during this period.

The **Insured** should also refer to the cancellation rights under clause 5 of the General Conditions of this **Policy**.

6. 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** [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.

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.

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: 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.

7. 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.

8. 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.

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 **Certificate of Insurance** as part of the total **Premium** payable.

When the **Insured** applies for this insurance, the **Insured** will be advised of the **Premium** which will be paid at the point of sale when goods are purchased.

9. 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.

10. 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 pay the **Insured**

where the **Property** is **Lost**, stolen, damaged or destroyed, the replacement cost of the **Lost**, stolen, damaged 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 **Certificate of Insurance** 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**).

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 **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;
- 2.6 **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.
- 2.7 **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.

- 2.8 **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.
- 2.9 **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.
- 2.10 **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**.
- 2.11 **PDS** means this document which comprises of the product disclosure statement and policy wording.
- 2.12 **Policy** means the contract of insurance between the **Insured** and **Us** which comprises of the **PDS**, the **Certificate of Insurance** and any endorsement **We** issue varying the cover provided to the **Insured**.
- 2.13 **Policy Period** means the period starting from the time when the **Insured** purchases the **Policy** 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, the **Property** to the **Consigned Address**, whichever is earlier.
- 2.14 **Policy Territory** means anywhere within Australia subject always to Exclusion 3.3 (Compliance) and Exclusion 3.4 (Sanctions).
- 2.15 **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**.
- 2.16 **Property** means the property of the **Insured** as declared in the **Certificate of Insurance**.
- 2.17 **Reduction In Value** means any reduction in value arising from the repair or restoration of damaged **Property** or any depreciation as a result thereof.
- 2.18 **Sum Insured** means the maximum amount payable by **Chubb** under this **Policy** as the value of the **Property** specified in the **Certificate of Insurance**, subject to a maximum amount of AUD 2,000.
- 2.19 **Transported** means the transportation of **Property** by road, rail, vessel or air from anywhere globally to anywhere within the **Policy Territory**.
- 2.20 **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.
- 2.21 **Safe Place** means a location within the **Consigned Address** which enables a courier to deliver the **Property** when the **Insured** is not present at the **Consigned Address** and is dry and secure from the public. The following will not be considered a **Safe Place** –
- a) the front of the **Property** is near the street in view of passers-by;
 - b) the location is not protected from the weather;
 - c) bicycle couriers would have to leave their bicycle's unattended or out of sight;
 - d) couriers are uncertain if there are dogs present or a pet that may interfere with the parcel;
 - e) the **Consigned Address** is an apartment with only a ground level common area access; or
 - f) the courier feels that the parcel will be unsafe due to other factors.

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**; and
- c) **Property** that has not been signed for by the **Insured** at the **Consigned Address** or left in a **Safe Place**.

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.

4.1 **Claims Notification**

- a) Claims for any **Loss**, theft, damage or destruction of the **Property** should be notified online at:

<https://claims.freighty.net/>

Claims for damage or destruction of the **Property** must be notified as soon as possible but no later than 7 days after the delivery date at the **Consigned Address**. For claims relating to loss or theft of the **Property** these must be notified to **Us** no later than 45 days after the original shipment date.

- b) The **Insured** should include the following information as part of the online claim notification:
- where the **Property** is damaged or destroyed, photos of the damaged or destroyed items.
 - where the **Property** is **Lost** or stolen, written confirmation from the **Transport Operator** that the **Property** has been **Lost** or stolen;
 - the **Insured's** bank account details where claim settlement by electronic transfer is required.

The **Insured** must provide **Us** with all available information in order to assess the claim as soon as available.

Insure The Purchase Pty Ltd (t/a **Freighty**) (ACN: 629 898 013) and BMS Risk Solutions Pty Ltd (ABN: 45161187 80) are authorised by **Us** to manage claims on Our behalf and may be involved in the management of claims made by the **Insured**.

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.

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**.

To check eligibility and give notice of cancellation please visit <https://cancellation.freighty.net>.

The **Insured** is required to complete a two factor authentication step to validate the **Insured's** identity before notice of cancellation is accepted.

Cancellation shall take effect immediately upon receipt of such notice, pending eligibility.

or

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:

**Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000**

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

- b) **We** will provide a full refund of **Premium**, less charges or taxes which **We** are unable to recover if the the **Policy** is cancelled in accordance with clauses 5.3(a) or 5.3(b) under this General Conditions section.
- c) **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 **Consigned Address**. 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 **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.

5.7 **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**.

5.8 **Premium Payment**

The **Insured** shall pay the **Premium** at the time of purchase of the **Property**.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for almost 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

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

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