

# Specified Items in Transit Insurance

## Product Disclosure Statement



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# Welcome to Zurich

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

## How to apply for this insurance

Throughout this document when referring to *your* insurance broker or adviser, we may refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all of the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

## Our Specified Items in Transit Insurance

Zurich Specified Items in Transit Insurance is designed for a single sending of goods (other than home removals) or livestock anywhere within Australia. Our policy covers defined events including:

- fire, explosion, lightning or flood (clause 1.3.1); or
- theft (clause 1.3.6).

## Our contract with you

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover we provide.

This policy is made up of:

the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;

the information *you* provide to us when applying for insurance cover;

the most current policy *schedule* issued by us. The *schedule* is a separate document unique to the *insured*. It includes any changes, Exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and

any other changes advised by us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, only those covers shown in the *schedule* are insured. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## Words with special meaning

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

## Duty of Disclosure

Before *you* enter into an insurance contract, *you* have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask *you* questions that are relevant to our decision to insure *you* and on what terms, *you* must tell us anything that *you* know and that a reasonable person in the circumstances would include in answering the questions.

*You* have this duty until we agree to insure *you*.

### If you do not tell us something

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

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

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your* sum insured shown in *your schedule* or some other amount, factor or item specified in the relevant clause of this document.

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

### Basis of settlement

Under clause 2.2 'Basis of valuation' we explain how *your* goods will be valued in the event of a loss. The agreed value of the *goods* is their market value or the cost, at the time of the commencement of the insured transit, of replacing the *goods* with similar *goods* of the same age and condition.

### Excesses can apply

When *you* make a claim under this policy *you* may be required to pay an excess. An excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

The amount of *your* excess is shown in *your* schedule and *you* must pay this amount in the event of any claim.

Upon acceptance of *your* claim, *you* will be required to pay the amount of *your* excess either to us or to the repairer. We will advise *you* to whom *your* excess must be paid.

## Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage caused by:

- delay, loss of market or consequential loss of any description;
- mechanical, electrical or electronic breakdown or malfunction of *goods* where there is no external evidence that an event insured against has occurred,

Some of the exclusions may be less common. Before making a decision to purchase this policy *you* should read full details of all exclusions contained in the policy wording. Some exclusions may not be relevant to *you*, however *you* should be aware of all the exclusions. Please refer to 5. 'Exclusions' on page 11.

## Terms and conditions

Terms and conditions applicable to *your* policy set out *your* obligations with which *you* need to comply. Please refer from page 13.

*You* should be aware of all the terms and conditions that apply to this policy. If *you* do not meet the terms and conditions, we may be able to decline or reduce any claim payment or cancel *your* policy.

## Make sure you have the cover you need

*You* should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses yourself.

If *you* do not choose appropriate amounts that allow for the correct value of *your goods* *you* may be under insured when *you* make a claim.

## Change of circumstances

*You* should also advise *your* intermediary to notify us as soon as possible when *your* circumstances change if they are relevant to *your* policy. For instance, if *you* change the destination *your goods* are to be delivered to or *you* purchase additional *goods*. If *you* do not tell *your* intermediary of these changes, in the event of a claim *your* sum insured may not be adequate to cover *your* loss, or *you* may not have any cover under *your* policy.

## How we calculate your premium

The amount we charge *you* for *your* policy is made up of the premium and any government taxes and charges applicable. The premium is the amount we have calculated to cover the risk of insuring *your goods*. The premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is the higher the premium will be. Based on our expertise as an insurer we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

We calculate *your* premium on the basis of the information we receive from *you* when *you* apply for insurance. Some of the factors impacting the premium are:

- the type of *goods* to be insured;
- the sum the *goods* are to be insured for; and
- the type of cover *you* select.

Premiums may be subject to Commonwealth and State taxes, charges and duty (including Goods and Services Tax (GST)). The premium payable by *you* and the amount of these taxes, charges and duty will be shown in the *schedule*.

## How to pay your premium and what happens if you don't pay

Premiums are charged and are payable before the transit of *your* goods commences. If *you* do not pay *your* premium by this date *you* may not have any cover and we may refuse to pay a claim. *Your* intermediary can tell *you* what other methods may be available to make *your* premium payment.

## Taxation information

We show all taxes and charges as separate items on all *schedules* (for example GST and stamp duty). Details about GST as it relates to claims payments are shown in the policy wording under 6.6 'Payments in respect to Goods and Services Tax'.

## How to make a claim

If *you* need to make a claim, please refer to page 13 'Claims procedure' under Claims conditions. If *you* have any queries, please contact *your* intermediary as soon as possible or call us on 132 687.

## Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain *your* details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

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

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

## Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or the service *you* have received from us, please contact *your* intermediary to initiate *your* complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with our initial response, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

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

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

Their contact details are:

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

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

Freecall: 1800 931 678

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

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



## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## Headings

Headings have been included for ease of reference, but do not form part of the policy.

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using the contact details on the back cover of this document. Please note that we may also choose to issue a new PDS or supplementary PDS in other circumstances.



# Benefits of cover available

The following is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

| Summary of covers available | Benefits of cover available   | Page No |
|-----------------------------|---|---------|
| Damage to items             | Covers damage to or loss of specified goods whilst in transit. Covers damage or loss by defined events including fire, collision, overturning and theft. There are limitations on theft from an unattended vehicle. | 9       |
| <b>Extensions of cover</b>  |   |         |
| Removal of debris           | Covers cost to remove and dispose of damaged goods and clean the accident site. Does not cover pollution clean up beyond the road surface or road verge.  | 10      |

# Specified Items in Transit Insurance Policy Wording

Subject to the prior payment of, or *your* agreement to pay, the premium set out in the *schedule*, we agree to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by *you* or on *your* behalf.

## 1. The cover

We insure *you* against loss of or damage to items described in the *schedule* as insured *goods* caused by certain events.

### 1.1 The insurance only applies:

- 1.1.1 to an insured transit that commences during the *period of insurance* specified in the *schedule*; and
- 1.1.2 to events that happen during an insured transit while the *goods* are in or on any *road vehicle* within the radius of transit specified in the *schedule*.

### 1.2 Cover commences when the *goods* are placed in a position adjacent to the *road vehicle* for the purpose of being conveyed to a destination outside the premises at which *loading* takes place and ends when the *goods* are last moved from the *road vehicle* in being delivered at the destination.

### 1.3 Defined events

The insurance is against the following events:

- 1.3.1 fire, explosion, lightning or flood;
- 1.3.2 collision of the *road vehicle* carrying the *goods* with an external object;
- 1.3.3 collision of the *goods* with something not on or part of the *road vehicle*;
- 1.3.4 overturning or jackknifing of the *road vehicle*;
- 1.3.5 theft while the *road vehicle* is attended; and
- 1.3.6 theft while the *road vehicle* is unattended but only if theft follows:
  - (a) forcible entry into the locked *road vehicle* or its carrying compartment;
  - (b) theft of the locked *road vehicle* itself; or
  - (c) any other insured event.

## 2. Conditions of cover

### 2.1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and attachments and any clauses referred to in the *schedule*, all of which are to be read together.

### 2.2 Basis of valuation

The agreed value of the *goods* is the cost, at the time of the commencement of the insured transit, of replacing the *goods* with similar *goods* of the same age and condition.

### 2.3 Limits on cover

The insurance is limited to the sum insured per item as stated in the *schedule* for any one loss or series of losses arising from the same event.

If an excess is specified in the policy or *schedule*, *you* must bear that amount first in respect of a claim or series of claims resulting from an event insured against.

#### 2.3.1 Coinsurance

If the total value of the *goods* in or on the *road vehicle* at the time of an insured event taking place is greater than the sum insured in respect of those *goods*, *you* will only recover the proportion of the loss or damage that the sum insured of those goods bears to the total value of the *goods* in or on that *road vehicle*.

### 3. Extension of cover

#### 3.1 Removal of debris

The insurance covers *removal of debris* up to a limit of \$50,000 in addition to the sum insured.

### 4. Definitions

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

#### 4.1 Communicable disease

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

- 4.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- 4.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- 4.1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property,

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

#### 4.2 Cyber attack

*cyber attack* means the deliberate exploitation, or an attack initiated from a computer to another for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### 4.3 Expropriation

*expropriation* means the lawful seizure, confiscation, nationalisation or requisition of the *goods*.

#### 4.4 Goods

*goods* mean the items described as insured goods in the schedule.

#### 4.5 Insured, You, Your

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

#### 4.6 Load/loading

*load/loading* means when *goods* are first moved for the purpose of loading onto the carrying vehicle until placed on the carrying vehicle.

#### 4.7 Nuclear or radioactive

*nuclear or radioactive* means the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor or any component of these.

#### 4.8 Period of insurance

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

#### 4.9 Removal of debris

*removal of debris* means if an insured event occurs, we will pay the cost of removal and disposal of damaged *goods*, including the cost of cleaning the accident site, but does not mean any expense or liability of any kind incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant of any kind or nature beyond the road surface and the road verge at the accident site.

#### 4.10 Road vehicle

*Road vehicle* means any vehicle registered for use on public roads including any trailer when attached to the *road vehicle*.

#### 4.11 Schedule

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

#### 4.12 Terrorism

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

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

4.12.2 putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### 4.13 Unload/unloading

*unload/unloading* means *goods* are first moved for the purpose of unloading from the *road vehicle* until last moved by *you* in being delivered at the destination.

#### 4.14 War or warlike activities

*war or warlike activities* means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

### 5. Exclusions

The insurance does not cover loss of or damage to *goods* or any related expense caused by any of the following:

5.1 delay, loss of market or consequential loss of any description;

5.2 mechanical, electrical or electronic breakdown or malfunction of *goods* where there is no external evidence that an event insured against has occurred;

5.3 *expropriation*;

5.4 anything *nuclear or radioactive*;

5.5 any chemical, biological, bio-chemical or electromagnetic weapon;

5.6 *cyber attack*;

5.7 *war or warlike activities*;

5.8 *terrorism* and/or steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived *terrorism*, unless caused by a terrorist or any person acting from a political motive while the insured *goods* are in the ordinary course of transit; or

5.9 *communicable disease* or any action taken by you in response to a regulatory authority's response to a *communicable disease*, its potential consequences or the fear or threat (whether actual or perceived) of a *communicable disease*.

For the purposes of this exclusion 5.9 loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

(a) for a *communicable disease*; or

(b) any property insured hereunder that is affected by such *communicable disease*.

## 6. Claims conditions

### 6.1 Claims procedure

When loss or damage happens, which may give rise to a claim under this policy, *you* should take all reasonable measures to avert or minimise the loss and ensure that all rights against any third parties are properly preserved and exercised.

If the event involves theft, and theft is an insured event, or an accident has occurred involving a vehicle owned or operated by *you* and another vehicle, *you* must notify the police as soon as possible and, if we require it, obtain a police report.

*You* must notify us of what has happened and send us full details within 30 days, including details of any other insurance over the *goods*.

*You* must not authorise any repairs to the *goods* without our consent.

### 6.2 Claims settlement

In the event of a claim, we will settle the loss by payment, repair, reinstatement or replacement.

### 6.3 Excess

In the event of a claim, *you* must bear first the amount of any excess specified in the *schedule* or elsewhere in the policy wording.

### 6.4 Foreign currency invoice

If the amount of a claim is to be calculated based on an invoice in a currency other than Australian dollars, the claim will be paid in Australian dollars at the rate of exchange current at the date the loss or damage occurred.

### 6.5 Other insurance

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

### 6.6 Payments in respect to Goods and Services Tax

If *you* are liable for Goods and Services Tax (GST) in respect of any *goods*, services or other supply which are the subject of a claim under this policy we will pay *you* for that GST liability. However:

6.6.1 where we make a payment under this policy for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made; or

6.6.2 where we make a payment under this policy as compensation for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such *goods*, services or supply.

### 6.7 Rights of subrogation

We are entitled to exercise any rights *you* may have against anyone else in relation to the *goods* for which we have settled a claim under this policy. *You* must cooperate fully with us in exercising those rights and give us any information or assistance we may require.

## 7. General conditions

### 7.1 Applicable legislation

To the extent that this policy covers risks governed by Insurance Contracts Act 1984 (Cth).

### 7.2 Australian law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

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

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

### 7.3 Cancellation

*You* may cancel this policy at any time by notifying us in writing.

We may cancel this policy by giving *you* 30 days notice in writing. However, we may only do so in the circumstances set out in section 60 of the Insurance Contracts Act 1984 (Cth).

### 7.4 Conduct of claims

We are entitled to:

7.4.1 conduct on *your* behalf any legal proceedings or negotiations relating to claims made against *you*;

7.4.2 authorise *you* to defend any legal proceedings brought against *you* on the understanding that we will be kept fully informed and will be consulted and will participate in decision-making regarding liability or any negotiations with other parties; and

7.4.3 exercise any rights *you* may have against anyone else in relation to *goods* for which we have paid any amount under this policy.

*You* and anyone else entitled to claim under this policy, must cooperate with us in exercising these rights and give us any information or assistance we may require.

### 7.5 Notification of material change

*You* must notify us as soon as possible of any material change in the risk covered by this policy.

### 7.6 Plurals and titles

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

7.6.1 headings are descriptive only, not an aid to interpretation;

7.6.2 singular includes the plural, and vice versa; and

7.6.3 the male includes the female and neuter.

### 7.7 Reasonable care

*You* must take reasonable care to prevent loss, destruction, damage or death covered by this policy.

### 7.8 Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any *insured* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured* would violate any applicable trade or economic sanctions, law or regulation.

### 7.9 Third parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

### 7.10 Transfer

*You* may only transfer a right under this policy with our written consent.

**Zurich Australian Insurance Limited**

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