



About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

About Jardine Lloyd Thompson

Jardine Lloyd Thompson (JLT) ABN 69 009 098 864, AFS Licence No. 226827 is a leading provider of insurance-related risk solutions and corporate services. JLT is a wholly owned subsidiary of the largest European-headquartered insurance broking group, which is also one of the largest firms of its type in the world.

Our commitment to strong relationships drives our business. We seek comprehensive, insightful relationships with our clients. Our relationships with insurance underwriters give us unparalleled leverage in cost and coverage for our clients. And our relationships with our colleagues within JLT – diverse people from a broad range of industries and specialisations – give us the most comprehensive view of risk of any organisation in Australia.

About Couriers & Freight

Couriersandfreight.com.au is the web address for the Australian arm of Frightonline Australia Pty Limited ABN 50131492576.

Couriers and Freight is an advanced transport, insurance, management and facilitating software for consumers and business around the world. This proprietary technology allows end users to actively manage every aspect of their transport & insurance needs in an easy to use web portal.

Couriersandfreight.com.au actively sources transport partners to provide our customers the best choice of top quality carriers and the best rates possible to every destination on earth.

PRODUCT DISCLOSURE STATEMENT (PDS) FOR COURIERS & FREIGHT GOODS IN TRANSIT MARINE INSURANCE POLICY

What you are covered for

This Policy provides accidental loss or damage cover for your goods whilst being transported by a professional courier from the pickup location to the intended destination.

Please refer to the Policy Terms and Conditions for full details on the level of cover provided.

The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced if you do not comply with a Policy condition.

The product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS and the Policy Terms and Conditions carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

It is important that the sum insured selected by you represents the maximum amount of goods carried otherwise underinsurance may apply.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure or if you make a fraudulent claim.

The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium, taxes and government charges will be shown on your receipt issued by Couriers and Freight.

Duty of Disclosure

Your duty of disclosure

Before you enter into a contract of general insurance with us, you have a duty, under both the Insurance Contracts Act 1984 and the Marine Insurance Act 1909, to disclose to us every matter that you know, or could reasonably be expected to know, that is relevant to our decision on whether to insure you and, if so, on what terms.

You have the same duty of disclosure to us when you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:

- that diminishes the risk;
- that is of common knowledge;
- that we know or should know in the ordinary course of our business as an insurer;
- which we indicate we do not want to know.

Non-disclosure

Where the Marine Insurance Act 1909 applies:

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

Where the Insurance Contracts Act 1984 applies:

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or, in certain circumstances, we may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Underinsurance

We require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with either the Policy wording or the Marine Insurance Act 1909 where applicable, which takes into account the degree of underinsurance.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy Policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

How to make a claim

Please contact Couriers and Freight to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section of this booklet.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

Taxation implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in terms and conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your Policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for transit insurance, when the goods are first picked up for transit.

Financial Claims Scheme

This Policy is a protected Policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - www.apra.gov.au or 1300 55 88 49.

POLICY TERMS AND CONDITIONS FOR COURIERS & FREIGHT GOODS IN TRANSIT MARINE INSURANCE POLICY

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This Policy Terms and Conditions and the Policy Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule. Please keep them in a safe place for future reference.

The exclusions in the section(s) headed "Exclusions – Applicable to all sections" and conditions in the section headed "General conditions" apply to all types of cover.

If you require further information about this product, please contact Couriers and Freight.

Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- valuations.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

We may ask you for these if you make a claim.

How you can pay your premium

You may pay your premium to Couriers & Freight as an online transaction. You must pay your premium by the inception date of this Policy. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

Section 1 – Definitions

When used in this Policy, the following words mean:

Word or Term	Meaning
Accidental	any occurrence or event which arises during the transit which results in loss or damage to the goods which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the goods.
Destination	The place the goods have been delivered to; or or the place specified by the intended recipient of the goods.
Geographical Limits	Anywhere in Australia.
Goods	property specified in the Policy Schedule. This Policy does not cover the transport of: <ul style="list-style-type: none"> • commercial bulk consignments (dangerous goods) as defined by Government authority: <ul style="list-style-type: none"> – Liquid/Gas/Paste Goods in a container with a capacity exceeding 500 Litres; – Solids in a container in an undivided quantity exceeding 500 kg; – Dangerous goods transported by Intermediate bulk containers (IBCs). • motor vehicles, heavy machinery, livestock, refrigerated/perishable goods; • specialised bulk transport of household and personal effects including furniture; • bloodstock, exotic birds (e.g. ostriches, emus) and stud or prize animals; • cigarettes, tobacco and tobacco products.
Period of insurance	the period shown in the Policy Schedule.
Policy Schedule	the Schedule of insurance.
Transit	The period: <ul style="list-style-type: none"> • commencing from the time goods are entrusted into the care of a courier for the purpose of transporting those goods to the destination; and • ending when goods have reached the destination.
You, Your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035

Section 2 – Insured Events

This Policy covers Accidental loss or damage to the Goods during Transit within the Geographical Limits.

Section 3 – How much we pay

Our liability is limited to the amount specified in the Policy Schedule for any one accident or series of accidents caused by the one event subject. The total amount payable shall not exceed \$5,000 in any circumstance.

Section 4 – Exclusions

– Applicable to all sections

This Policy does not cover any loss or damage:

1. To property other than the goods specified in the Policy Schedule
2. To goods caused by your wilful act or the wilful act committed by someone with your knowledge or connivance
3. To goods caused by delay, rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an insured event)
4. Caused by a reduction in value of goods because of repairs
5. Caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods
6. Caused by inherent vice or nature of the goods
7. To goods caused by rust, oxidization and/or discolouration unless caused by an insured event
8. To goods caused by electronic, electrical or mechanical failure unless caused by an insured event and there is visible external physical damage
9. To goods caused directly or indirectly by war, acts of war (whether declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority
10. To goods caused directly or indirectly by ionization, radiation, radioactive material, nuclear process or from nuclear weapons material
11. Arising from the theft of goods when in your custody or control if the conveying vehicle or building and/or premises used for temporary storage during the normal course of transit are not securely locked when unattended
12. To personal effects or tools or other goods left in motor vehicles/machinery
13. Or expense arising out of the insolvency or financial default of the carrier unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of it during the normal course of your business.

This Policy does not cover loss, damage, liability or expense directly or indirectly caused by does not or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos
- any chemical, biological, bio-chemical, or electromagnetic weapon.

In addition, the following clause is paramount and will override anything else contained in this Policy:

Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to within this Policy, it is agreed that in so far as this Policy covers loss of or damage to the goods insured caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the goods insured being in the ordinary course of transit and, in any event, will terminate either:

- A. at the completion of the transit; or

- B. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this insurance, 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means, and/or
- 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 political, religious, ideological or similar nature.

'Terrorism' will also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

Section 5 – General Conditions

The insurance cover provided by this Policy is subject to the following additional conditions.

Other interests

You must not transfer any interests in this Policy other than other financiers and lessors without our written consent.

Financiers and lessors are to be advised to us at inception of cover and will be covered under the Policy for their respective rights and interests and only under any finance or lease agreement.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Fraudulent claims

If any claim is fraudulent or false in any respect, to the extent permitted by law, we may refuse to pay the whole or part of the claim.

We shall also be entitled to cancel this Policy.

Alteration of risk

Should there be any change in the circumstances or nature of the risks which are the basis of this contract, you must give immediate notice to the us and no claim subsequent to the change will be recoverable unless the change has been agreed by us in writing.

Precautions

You must take all reasonable precautions to prevent loss or damage to the goods insured and to comply with all reasonable standards, statutory requirements and manufacturers' recommendations relating to the safeguarding, operating and maintenance of all the goods.

Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under this Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

Jurisdiction

In case of dispute relating to anything contemplated by this Policy between the parties, we will use best endeavours to resolve it within (30) days. In the event of failure to resolve any such dispute the parties will submit to the jurisdiction of any competent court in Australia.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Section 6 – Claims

What you must do

Immediate action

- Take all reasonable measures to avoid or minimise any loss, damage (the reasonable and necessary cost of doing this will be payable by us).
- Inform the police as soon as possible after the theft is discovered.

Notification

- Inform Couriers and Freight of the event as soon as possible.
- Submit to Couriers and Freight full written particulars as soon as possible.
- Send to Couriers and Freight all correspondence and documents relating to the event including correspondence exchanged with third parties regarding their liability for loss or damage.
- Provide, or arrange for Couriers and Freight to be provided with, invoices, statements and other documents evidencing the amount of the loss.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Claims settlement

The amount payable, at our option, will either be:

- the cost of repairing or replacing lost or damaged goods including freight costs, or
- the actual value of the lost or damaged goods at the time of the loss (i.e. unless the goods were new an amount for depreciation and wear and tear will be deducted from the claim) including freight costs.

This amount will be subject to the insured shipment value stated in the Policy Schedule.

Underinsurance

The amount payable under this insurance will be reduced if the value of the goods insured under this Policy at the time of loss or damage is greater than 20% of the limit of liability stated in the Policy Schedule. The reduction in the amount payable will be to the same proportion of the claim as the insured shipment value bears to the actual value of the goods

Brands/Labels clause

In the event of loss of or damage to goods bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by you to dispose of as you see fit provided a reasonable allowance is agreed for the value of the goods.

Where only the labels of the goods are affected by an insured event, the amount payable by us is limited to the cost of reconditioning and the costs of relabelling.

Pairs and sets clause

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set which is lost or destroyed even if it can not be replaced with a matching item. The value of the goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

New machinery replacement clause

Where loss or damage to any part or parts of an insured machine is caused by an insured event, the amount we pay will be:

- the cost of replacement or repair of the part or parts, and
- additional charges for forwarding and refitting.

Subject to our liability not exceeding the value of the complete machine.

Secondhand replacement clause

Where the loss of or damage to the goods is caused by an insured event and new parts are used in replacement or repair, the amount we pay will be:

- the proportion of the cost of replacement parts lost or damaged as the amount insured bears to the value of an equivalent new unit, plus
- additional charges for forwarding and refitting the new part or parts if incurred.

Subject to our liability not exceeding the value of the goods.