

# Chubb TransitPlus Accidental Damage

Policy Wording

CHUBB®

Marine

## Duty of Disclosure

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### Your Duty of Disclosure

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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.

### Underinsurance

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We require you to insure for the full value of 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 (Cth) where applicable, which takes into account the degree of underinsurance.

## Privacy Statement

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Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

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#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

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 and we take reasonable steps to ensure that you have been made aware of how we handle 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.

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 assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer 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), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

#### *Your Choices*

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

#### *How to Contact Us*

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

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 the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## General Insurance Code of Practice

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

## How to Make a Claim

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Please contact us directly at our closest office if you wish to make a claim or if you would prefer, your Financial Services Provider can make a claim on your behalf. Full details of what you must do for us to consider your claim are provided in the Policy.

## Complaints and Dispute Resolution

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

### Stage 1 – Complaint Handling Procedure

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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](mailto: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

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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 Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, 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

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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 FOS, subject to its Terms of Reference.

FOS 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. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
O 1800 367 287  
F +61 3 9613 6399  
E info@fos.org.au  
www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

### Insurance Council of Australia

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Where we cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a referral service called “Find an Insurer”. Information on finding alternative insurers can be found at [www.findaninsurer.com.au](http://www.findaninsurer.com.au).

## Financial Claims Scheme

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

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

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

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

## Cancelling your Policy

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Subject to law, the Policy may be cancelled by you (if the Policy permits) at any time by giving us notice in writing. We may cancel the Policy in accordance with the applicable law. Should we or you cancel the Policy, we shall retain a pro-rata proportion of the premium for the time the Policy has been in force.

**The Policy is issued by Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687**

Our Website can be visited at [www.chubb.com/au](http://www.chubb.com/au).

## Policy Schedule


Policy number: **93405126**

We agree, in consideration of payment of the premium specified in the Schedule, to insure against loss, damage or expense on the terms and conditions of the Policy.

Insured	Nominated participants in the POAAL Services P/L insurance plan for Post Office Licensees, Mail & Delivery Contractors and its related bodies corporate, as defined by section 9 of the Corporations Act 2001, controlled entities and other entities for which You have assumed an obligation to arrange insurance (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests
Period of Insurance	From 1 July, 2017 4pm(EST) to 1 July, 2018 4pm(EST) inclusive
Interest Insured	This insurance is upon lawful Goods and merchandise consisting of: Letters, parcels and all postal articles of every description in accordance with the members' contractual requirement with Australia Post
Conveyance	Per land conveyances and/or aircraft and/or registered post and/or steamers and/or power vessels subject to Institute Classification Clause 1.1.01.
Voyages	Transits within the territorial limits of Australia
Conditions of Cover	Subject to the terms and exclusions detailed herein, this Policy covers accidental physical loss of or damage to Goods during transit including: <ul style="list-style-type: none"> <li>• that caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions; and</li> <li>• damage caused by persons acting maliciously unless caused or directed by the Insured.</li> <li>• vessel or craft being stranded, grounded, sunk or capsized</li> <li>• general average sacrifice</li> <li>• jettison</li> </ul>
Duration	Cover under this Policy commences at the time the Goods leave the warehouse or place of storage for the commencement of the transit, and continues during the ordinary course of transit and terminates either upon: <ol style="list-style-type: none"> <li>1. delivery to the consignees' or other final warehouse or place of storage at the final destination;</li> <li>2. on delivery to any other warehouse or place of storage, whether prior to or at the final destination, which You elect to use either: <ul style="list-style-type: none"> <li>• for storage other than in the ordinary course of transit</li> <li>• for allocation or distribution</li> </ul> </li> </ol> <p>whichever shall first occur.</p>
Basis of Valuation	As per the Postal Contractors Policy conditions as attached
Limit of Liability	\$100,000 any one vessel, conveyance or location  OR  \$200,000 any one vessel, conveyance or location

Deductible	\$200 each and every claim
Minimum & Deposit Premium	As Agreed

Signed for and on behalf of Chubb Insurance Australia Limited (hereinafter called the Company)  
**Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687**

Authorised Representative 	Date : 18/01/2018
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# Postal Contractors Policy Conditions

## Section 1 – Meanings of Special Words in this Policy

In this policy certain words have special meanings. They have the same meanings wherever they appear.

These words are:

“you” or “your” means the Insured Carrier named in the schedule, and, if included in the schedule, includes subcontractors as defined below.

“we” or “our” or “us” or “insurer” means Chubb Insurance Australia Ltd ABN 23 001 642 020, AFSL: 239687

“cartage conditions” means the terms and conditions contained in your consignment note and/or your cartage contract agreements with your customers, if approved by us prior to the commencement of transit.

“customer” means Australia Post. Australia Post is not an insured party under this policy, is not a person to whom the insurance cover provided by this policy extends, is not responsible for the premium, has no contractual right to claim under this policy, and cannot cancel this insurance or vary its terms.

“conveyances” means any road vehicle owned and/or operated by you and/or subcontractors acting on your behalf, and any rail, air, or sea transport services used to convey the goods and/or merchandise to the intended destination.

“excess” means the amount you must pay towards a claim, as specified in the schedule. The excess applies to any one claim or series of claims arising from any one insured event.

“goods” and/or “merchandise” (hereinafter referred to as “goods”) means customer’s goods, as detailed in the schedule, including all retail and sales packaging carried by you, but does not include livestock.

“limit of liability” means the amount specified in the schedule.

“policy” means this policy wording, the current schedule, and any endorsement, all of which are to be read together.

“premium” means the premium specified in the current schedule, any adjustment in accordance with the Policy Conditions and any Government or other charges specified in the schedule.

“subcontractor” means any person or company to whom you have given the goods for carriage. Where you are acting as a subcontractor to a principal carrier, this means you are carrying goods on behalf of the principal carrier.

## **Section 2 – Agreement**

2.1 This insurance is for your benefit only. You are not authorised to provide any financial services on our behalf. For the purposes of this Clause, “financial services” includes selling, arranging or offering insurance issued by us or giving financial product advice (as defined in section 766B of the Corporations Act 2001 (Cth)) on our behalf.

2.2 We agree to provide you with the insurance as described in this policy, for the period of insurance shown in the schedule and for any subsequent period where renewal may be agreed, and in return you agree to pay us the premium by the dates advised to you.

2.3 We will also insure the goods (of the kind described in the schedule) carried by, or (if included in the schedule) your legal liability for the goods carried by, any company formed or purchased by you during the period of insurance, subject to the terms and exclusions and limits of liability of this policy, provided that you:

- have a controlling interest in such company(s), and
- provide details to us within thirty days of formation or purchase, and
- pay such additional premium as may be agreed by the date advised to you.

We must approve the cartage conditions of such companies within the said 30 days of formation or purchase.

## **Section 3 – The Insured Transits**

3.1 The insured transits are only those specified in the schedule and commencing within the period of insurance shown in the schedule. Each insured transit:

3.1.1 commences, in respect of each item of goods, when the item is first moved by you for the specific purpose of loading on to the conveying vehicle for transit to a destination outside the premises,

3.1.2 terminates, in respect of each item of goods, when each item of goods is delivered by you to the intended destination either in the receiver’s premises or such other place as the receiver may instruct,

3.1.3 excludes any period of dismantling, erection, commissioning, testing, or storage other than storage as required for transhipment or on-carriage, and

3.1.4 includes any period where the goods are “shut out” from the intended destination for a period up to but not exceeding 21 days.

## **Section 4 – The Insured Events**

4.1 Subject to the terms, conditions and exclusions of this policy, we will insure your contractual liability to Australia Post where, before the insured transit commenced, you contracted in writing to indemnify Australia Post for loss or damage to the goods during transit.

4.2 We will pay you or any other party directed by you, for:

4.2.1 accidental physical loss of or damage to the goods (excluding livestock),

4.2.2 unexpected deterioration of temperature controlled goods,

4.2.3 loss or damage to the goods caused by strikers, locked-out workers or persons taking part in labour disturbances, riots, or civil commotions,

4.2.4 malicious damage to the goods, unless caused or directed by you or the customer,

4.2.5 loss or damage to the goods resulting from insufficiency or unsuitability of packing or preparation of the goods (excluding temperature controlled goods), unless such insufficiency or unsuitability of packing or preparation of the goods was caused, directed or agreed by you, the consignor, or the customer,

4.3 If the insured transit is by sea or air, Clause 4.2 is extended to include:

4.3.1. physical loss of or damage to the goods caused by washing overboard; jettison; collision, grounding, sinking, capsizing of the vessel; or General Average Sacrifice

4.3.2 physical loss or damage to the goods caused by war or warlike activities which 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 whilst the goods are on board the carrying vessel or aircraft,

4.3.3 indemnity for any General Average and or Salvage contribution that you have accepted liability to pay under any Bill of Lading or similar document.

## **Section 5 – How Much we will Pay**

5.1 Claims under this policy are not subject to the application of average or underinsurance.

5.2 Subject to the policy terms, conditions, exclusions, and the maximum limit of liability as shown in the schedule, and the provisions of Section 7, we will pay you or any other party directed by you, the lesser of:

5.2.1 the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage, or

5.2.2 the invoice value of the goods whilst in transit, or

5.2.3 if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition, or as near as possible to that age and condition, or

5.3 If the loss or damage only relates to labels or packaging, we will only pay the cost to recondition and/or replace such labels or packaging.

5.4 If we agree to pay a claim, we will also pay you the following additional benefits (if the customer is required to pay these costs):

5.4.1 clean up and disposal costs at any accident site, where there is a legal or contractual obligation to pay same, up to a limit of \$25,000 any one accident or series of accidents arising from any one insured event,

5.4.2 reasonable costs paid to avoid or minimise any further loss of, or damage to, the goods

5.4.3 the reasonable costs and expenses incurred in cleaning up or decontaminating your premises or the customer's premises following the delivery or return of salvaged goods, plus the cost of transport for removal and disposal of those goods, up to a limit of \$25,000 any one accident or series of accidents arising from any one insured event.

## **Section 6 – Exclusions**

6.1 The Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (Clause 6.2) and the Transit and Terrorism Clause (Clause 6.3) shall be paramount and shall override anything contained in this insurance inconsistent therewith. In the event of conflict between these two Clauses, the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (Clause 6.2) shall prevail.

6.2 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

6.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

6.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

6.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

6.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this Sub-Clause 6.2.4 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.

6.2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

### 6.3 Transit and Terrorism Clause

Notwithstanding any provision to the contrary contained in this policy or the clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the goods insured caused by terrorism, such cover is conditional upon the goods insured being in the ordinary course of transit and, in any event shall terminate either:

6.3.1 as per Section 3 or

6.3.2 on delivery to any other warehouse or place of storage, whether prior to or at the intended destination, which is used either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purposes of this insurance, “terrorism” means any act(s) of any person(s) or organisations(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means,
- 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.

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

### 6.4 This insurance does not cover loss, damage or liability:

6.4.1 to goods owned or leased by you or your employees or goods used by you or a relative for personal, domestic or household purposes,

6.4.2 resulting from any illegal activity of which you have knowledge,

6.4.3 due to inherent vice or nature of the goods,

6.4.4 resulting from delay,

6.4.5 that existed or occurred prior to the commencement of the insured transit,

6.4.6 resulting from an act of war, whether or not war has been declared, whilst the goods are not on board a ship, vessel or aircraft.

6.5 This insurance does not cover:

6.5.1 theft of the goods from a vehicle unless there is evidence of forcible entry into a locked vehicle,

6.5.2 loss of market, loss of profit or consequential loss of any description, even if caused by an insured event,

6.5.3 mechanical, electrical and/or electronic breakdown, derangement, or malfunction of the goods where there is no evidence of external damage to the goods caused by an insured event

## **Section 7 – Claims**

7.1 When an event occurs which may give rise to a claim under this policy, there are certain procedures you and your subcontractors must follow to protect the goods and your potential recovery action, if any, against third parties. You must:

7.1.1 immediately take all reasonable measures to avoid or minimise any further loss of, or damage to, the goods. The reasonable cost in doing this will be reimbursed by us.

7.1.2 tell us as soon as possible all of the details (including the time and location of the loss) and any circumstances known to you that will assist us in investigating that loss. This information should be provided to us in writing, including the cartage condition(s), and all supporting documentation such as the invoice(s), and letters of demand from the customer(s). We may wish to appoint a surveyor to report to us on aspects of the loss. You should co-operate with the surveyor, as this will assist swift consideration of the claim.

7.1.3 report the matter to the Police or appropriate Government Authority as required by law.

7.2 Notwithstanding the payment provisions contained in this policy, we will pay you or another party agreed with you (“payee”):

7.2.1 where the customer or payee cannot claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in the policy, including the amount of any Goods and Services Tax (GST) due in respect of the payment, or

7.2.2 where the customer or payee can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this policy, less any input tax credits available to the customer or payee in respect of the payment.

The terms “GST” and “input tax credits” have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999.

7.3 All claims we pay under this policy will have any excess deducted prior to settlement.

7.4 You authorise us to act in your name and undertake to give us reasonable assistance in settling or negotiating any claim under this policy or any recovery action we may take against any third party who may have caused the loss or damage.

7.5 If we have paid a claim we may exercise our right to possession of the damaged or recovered property.

## **Section 8 – Premiums**

8.1 The premium payable for this policy is based on an agreed premium per contract held by you with Australian Post

## **Section 9 – Law & Practice**

This policy is subject to Australian law, including the Insurance Contracts Act 1984. It is also subject to Australian jurisdiction.

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

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

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Sydney NSW 2000  
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