

## Product Disclosure Statement

Preparation date: 30 September 2022

Effective date: 30 September 2022

## ABOUT THE PRICE'S MOVING, TRANSIT AND STORAGE INSURANCE PRODUCT

### About the Insurer

This insurance is provided by XL Insurance Company SE ABN 36 083 570 441 (**Insurer**). The Insurer is responsible for the content of this PDS and is referred to in this document as 'Insurer', 'we', 'us' or 'our'. The Insurer provides insurance for any claim made under the Terms and Conditions exceeding \$10,000.

### About Price's and Kent

Kent Insurance Services Pty Ltd ACN 153 942 280, AR no. 1299204 (**Kent AR**) arranges this insurance and is an authorised representative of Arthur J. Gallagher & Co (Aus) Limited ABN 34 005 543 920, AFSL 238312 (**Gallagher**). Kent Relocation Group Pty Ltd as trustee for The Dace Trust ABN 54 712 591 719 trading as Price's Removals and Storage (**Price's**) is the risk carrier for the first \$10,000 of any claim made under the Terms and Conditions. (less the Excess you select).

### About Gallagher

Gallagher acts as our intermediary in distributing the insurance and may assist you with any claims or complaints about the financial services provided to you.

### About this PDS

This PDS includes information about the features, benefits, risks and costs of the Product. Please read the document carefully.

### Contact details

Price's is your first point of contact for any

Price's	Gallagher	AXA XL
Website: www.pricesremovals.com.au Web form: https://www.pricesremovalsands-storage.com.au Ph: 1300 953 159	Website: www.ajg.com.au Web form: https://www.ajg.com.au/-connect-with-us Ph: 1800 240 432	Website: www.axaxl.com Email: ausinfo@axaxl.com Ph: 02 8270 1400

### Customer's Goods in Transit and Storage Insurance Product

The Product is designed for home or other removals of your Goods. The Product covers moves to, from or within Australia or New Zealand, during Transit and/or during Storage.

There are two levels of cover available under the Product: Price's Ultimate Cover and Price's Premium Cover. Both levels of cover insure for Loss or Damage to the Customer's Goods during Transit and during Storage, from an external cause including accidental Damage during packing, loading and unloading by Price's or its representatives. See more information below on the differences between the levels of cover:

Full cover risks	Price's Premium Cover	Price's Ultimate Cover
<b>Replacement Cost ('new for old')</b> In the event of Damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost. The Insurer will only pay Market Value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers. For items declared as Valuables and items declared under Specified Items Method (see below), the Sum Insured is limited to the declared value nominated by you on your Insurance Declaration.	Yes	Yes
<b>General Average &amp; salvage charges</b>	Yes	Yes
<b>Pairs and sets</b>	No	Yes
<b>Mechanical, electrical or electronic breakdown</b>	No	Yes
<b>30-Day Storage Cover</b> Extension for any unplanned storage.	Yes	Yes
<b>Atmospheric and climatic conditions</b> (Premium or ultimate Cover does not include cover for mould and mildew)	No	Yes

We also offer Storage Only Cover that insures you against Loss or Damage to your Goods (excluding theft) during storage only. The Terms and Conditions contain exclusions, general conditions and obligations, limits and sub-limits that you should read carefully before you purchase cover. You should ensure that you comply with this information at all times during your Period of Insurance as this information can affect the amounts we pay if you make a claim. You should also ensure that you select the correct type of cover available under the Terms and Conditions and that the Sum Insured is adequate for your Goods. You can select from two methods of calculated your Sum Insured:

- Volume method – we will cover your Goods by multiplying the total cubic metre volume of the consignment by the minimum average cubic metre value. See the Insurance Declaration for more information.
- Specified items method – we will cover your Goods for the typical estimated replacement value for individually listed and valued the items. See the Insurance Declaration for more information.

For any international Transits by sea and/or air, the Terms and Conditions cover specific risks related to war and strikes including:

- War, civil war, revolution, rebellion, insurrection, or associated civil strife, or any hostile act by or against belligerent power;
- Capture, seizure, arrest, restraint or detainment, arising from risks covered above and the associated consequences or any attempt;
- Derelict mines, torpedoes, bombs or other derelict weapons of war.

## THE MEANING OF CERTAIN WORDS

You will note that throughout this PDS and the Terms and Conditions some words are in bold or are capitalised. We are highlighting these words as they have special meanings within this PDS and the Terms and Conditions. We have defined these words in the Definitions section of the Terms and Conditions.

## BASIS OF VALUATION AND SETTLEMENT

The Terms and Conditions insure your Goods for either their Replacement Cost or Market Value, depending on the item, its age and which cover option you select (including any specified items of additional cover). See the Basis of Valuation section in the Terms and Conditions for more information. Any settlement of your claim is subject to certain limits and exclusions that are described in the Terms and Conditions.

The Terms and Conditions in this document set out details of how each level of cover applies and how claim payments will be calculated.

## HOW DO YOU SELECT THE AMOUNT TO BE INSURED?

It is important that you insure your Goods for their full value. This means that you should tell us about:

- For Replacement Cost– The cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation).
- For Market Value– Replacement cost less an allowance for age, condition, wear and tear, and depreciation.

You should carefully consider if the Sum Insured is sufficient for your Goods and we recommend you seek independent advice to the value of your Goods if you are in any doubt.

## LIMITS AND EXCLUSIONS FROM COVER

The below summarises the limits on the covers provided set out in full under "EXCLUSIONS FROM COVER" in the Terms and Conditions. This a summary only – please refer to the Terms and Conditions for the full details.

Goods	Limitations, restrictions and exclusions
<b>Items more than 10 years old</b>	Market Value cover. Replacement cover is available, please refer to the full terms and conditions.
<b>Office and factory goods</b>	The lesser of Market Value and Declared Value (the amount you nominate on the Insurance Declaration).
<b>Antique(s), works of art &amp; musical instruments</b>	Subject to the limits set out in the Terms and Conditions, reasonable cost of repair. Any claim for depreciation is excluded.

<b>Owner packed cartons</b>	Maximum of \$500 for Loss or non- delivery of a carton
<b>Valuables worth more than \$3,000</b>	Limited to a maximum of \$3,000 under Price's Ultimate Cover and Price's Premium Cover (in total) unless specifically listed and valued on your Insurance Declaration.
<b>Flood</b>	Not covered by the Terms and Conditions if caused by water from or action by the sea or tidal wave
<b>Various other risks</b>	Refer to the Terms and Conditions – Other Excluded Risks.

### EXCESS

You can choose between 3 Excess options of \$250, \$500 or \$1,000, and the chosen amount will be clearly shown on your Certificate of Insurance. At our election, we may ask for the Excess amount to be paid directly to Us, to be paid directly to the chosen repairer/s, or it may be deducted from any settlement amount.

### EXCLUSIONS

The below summarises the exclusions that apply to the Terms and Conditions:

Exclusion/ Limitation	More Information
<b>Communi-cable Disease</b>	This excludes any Loss, Damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communi-cable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, such as COVID19
<b>Act of Terrorism</b>	This excludes any Loss, Damage, cost, expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism.
<b>Cyber</b>	This excludes any 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 system programme, malicious code, computer virus, computer process or any other electronic system.
<b>Sanctions</b>	This excludes any cover or any liability to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

These are the main exclusions and limitations in the Terms and Conditions. You should carefully read the Exclusions from Cover section in the Terms and Conditions to understand all exclusions and limitations that apply.

### CONDITIONS

Some conditions apply to the Product which include the general obligations that you must comply with. You should read the full details of these conditions that are set out in the Terms and Conditions.

### AMENDMENTS TO THE POLICY

There shall be no amendments, modifications or alterations to the Terms and Conditions, except when made by written endorsement and agreed to by the Insurer.

### COST OF THE POLICY

The amount you pay for the Product is made up of the Insurance Charge and applicable taxes and charges. The Insurance Charge payable depends on the value of the Goods being removed or stored. Other factors that we take into account in determining the Insurance Charge include:

- The value of the Goods being moved or stored;
- Whether your cover is for Transit only or also includes Storage;
- The level of cover selected by you
- The distance the Goods are transported or the period for which the Goods are stored.

### TAXATION

The amount of taxes and charges payable in relation to the Product will be set out in the tax invoice sent to you by Price's.

### HOW YOU PAY FOR THE INSUR-ANCE

The Insurance Charge will be shown on the quotation for your contract for Transit and/or Storage that Price's will provide to you before your Goods are removed. When you accept the quotation, Price's will invoice you.

If you purchase the Price's Ultimate Cover or Price's Premium Cover, you will need to pay the Insurance Charge when you pay your removal charges. If you purchase Storage Only cover, Price's will invoice you at the same time as for the storage charges.

### COOLING-OFF PERIOD

You may cancel the Product up to 14 days after the date of the invoice for the Insurance Charge (the cooling-off period) and you will receive a full refund of any Insurance Charge paid. You must notify Price's that you wish to cancel the Product by using the contact details set out in this document. Your right to cancel the Product within the cooling-off period ends after the removal or Storage of your Goods has commenced, if you have made a claim or if you have exercised any right you have under the Terms and Conditions (whichever happens first), or if your Period of Insurance is for one week or less, if your Period of Insurance has ended.

### GOODS AND SERVICES TAX

If you are liable to pay GST in respect of any goods, services or other supply which are the subject of a claim under the Terms and Condi-tions, the Insurer will pay you for that GST liability.

However, where the Insurer makes a payment under these Terms and Conditions for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any input tax credit you are or will be or would have been entitled under the A New Tax System (Goods and Services Tax) Act 1999 (**GST Act**) in relation to that acquisition whether or not the acquisition is actually made.

Where the Insurer makes a payment under these Terms and Conditions as compensation for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any input tax credit you would have been entitled to under the GST Act had the payment been applied to acquire such goods, services or supply.

### MARINE INSURANCE ACT

If you are purchasing the Product to cover your Goods being transported across international borders, the Marine Insurance Act 1909 (Cth) may apply to the Product. The Marine Insurance Act 1909 (Cth) has some additional requirements that both you and the Insurer must comply with. Any additional requirements impacting you are noted in these Terms and Conditions.

### YOUR DUTY NOT TO MISREPRE-SENT – DOMESTIC TRANSITS AND STORAGE

You have a duty to take reasonable care not to make a misrepresentation to the Insurer when answering questions that Price's or the Insurer will ask you and when providing Price's or the Insurer with information. Before you enter into, vary or renew the Terms and Conditions for the Product, Price's or the Insurer will ask you questions that are relevant to the Insurer's decision to insure you and on what terms. You must take reasonable care not to make a misrepresentation to the Insurer when answering those questions. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. It is important that you answer these questions with complete and relevant answers. You have the same duty in relation to anyone else whom you want to be covered by the Terms and Conditions.

If you fail to comply with your duty, and the Insurer would not have issued the Product to you for the same Insurance Charge and on the same Terms and Conditions, the Insurer may be entitled to reduce its liability under the Terms and Conditions in respect of any claim or the Insurer may cancel the Terms and Conditions.

If your failure to comply with your duty is fraudulent, the Insurer may refuse to pay a claim and treat the Terms and Conditions as never having been in existence. If you are in doubt about whether or not a particular matter should be disclosed, please contact Price's in the first instance.

### DUTY OF DISCLOSURE - INTERNATIONAL TRANSITS

You should also be aware of Sections 23 to 27 of the Marine Insurance Act 1909 (Cth), and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. In addition to the above, you have an obligation to disclose to the Insurer every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the Insurance Charge or determining whether they will take the risk. If there is a failure to make such

## WHAT DO I DO IF I NEED TO MAKE A CLAIM?

The Terms and Conditions in this document contain detailed instructions about how to make a claim under the Product. If you have any questions, you should contact Price's as soon as possible using the contact details set out in this document.

## PRIVACY COLLECTION STATEMENT

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) (**Privacy Act**) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information, or wish to raise any concerns as to how we handle your personal information, please write to:

The Privacy Officer  
AXA XL  
Level 28, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
E: [privacyaustralia@axaxl.com](mailto:privacyaustralia@axaxl.com)

Our full privacy policy is available at <https://axaxl.com/privacy-notice>.

If you require further information about how we deal with your personal data under European Economic Area (EEA) data protection laws, please refer to our European Privacy Notice at <https://axaxl.com/privacy-notice> or contact the Privacy Officer using the contact details above.

## GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice.

The Code aims to raise standards of practice and service in the insurance industry. It promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and outlines good standards of practice and service to be met by insurers to enhance their regulation for responding efficiently to their customers' needs.

If you are interested in obtaining more information, you can contact the Insurance Council of Australia or access the Code directly on [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

## COMPLAINTS AND DISPUTE RESOLUTION PROCESS

The Insurer has established procedures for dealing with complaints and disputes regarding your Product, these Terms and Conditions or your claim. If you have any concerns or wish to make a complaint in relation to your Product or your insurance claim, please contact the Insurer using the details below:

Email: [idraustralia@axaxl.com](mailto:idraustralia@axaxl.com)  
Telephone: 02 8235 5100

The Insurer will acknowledge receipt of your complaint and do their utmost to resolve the complaint to your satisfaction within 10 business days. Where they are unable to do so, their final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

The Insurer is a member of the Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme. You may refer your complaint to AFCA at any time, or if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint to the Insurer. You can access this scheme for free and any decision they make is binding on us but not on you.

You can contact AFCA using the following details:  
Website: [www.afca.org.au/make-a-complaint](http://www.afca.org.au/make-a-complaint)  
Ph: 1800 931 678

## CANCELLATION CLAUSE

### Insured's Right to Cancel

You can cancel these Terms and Conditions at any time by written request to Price's, in which case you shall then be entitled to a refund of Insurance Charge for the unexpired Period of Insurance, provided that no claim has been made on these Terms and Conditions during that same period. You should contact Price's using the contact details set out in this document.

### Insurer's Right to Cancel

We may, by 30 days' notice in writing to you, cancel these Terms and Conditions in accordance with section 60 of the Insurance Contracts Act 1984. You shall then be entitled to a refund of Insurance Charge for any unexpired Period of Insurance.

### War Risks & Strikes

For any movement of Goods that crosses an international border, the Marine Insurance Act 1909 (Cth) may apply. Where this is the case, and if there is an outbreak of war or a war like event, we may cancel the insurance provided under these Terms and Conditions, provided that the relocation service has not commenced.

In respect of strikes, riots and civil commotions risks, We may cancel the insurance provided under these Terms and Conditions at 7 days' notice with the exception of consignments to and from U.S.A, where 48 hours' notice applies provided that the relocation service

has not commenced.

Cancellation will be effective from 4:00pm L.S.T on the day on which the notice of cancellation is effective.

This condition is subject at all times to the provisions of the Marine Insurance Act 1909 (Cth). We will not cancel the policy if your relocation service has already commenced and we will only cancel these Terms and Conditions if we reasonably believe that your Goods will be impacted by such an event.

## PRODUCT TERMS AND CONDITIONS

### DEFINITIONS

In these Terms and Conditions, the following words have the meaning set out below:

**Act of Terrorism** - means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Act of Terrorism shall also mean steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

**Basis of Valuation** - means the agreed formula stated in the Terms and Conditions, unless otherwise agreed and specified in the Certificate of Insurance, that will be used to calculate the value of your Goods and will be the basis for any Insurance Charge calculation or claim settlement.

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

- 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
- 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
- the disease, substance or agent can cause or threaten bodily injury, illness, Damage to human health, human welfare or property.

**Goods** – means physical property which you have asked Price's to move and/or store that the Insurer has agreed to cover under these Terms and Conditions and that are set out in the Certificate of Insurance. They may include household goods and personal effects of every description including:

*Valuables, and office and factory contents of every description including computers, all ancillary equipment, plant and machinery.*

Refer to the Exclusions from Cover section of these Terms and Conditions to understand which items are excluded under these Terms and Conditions.

**Excess** – means the payment or contribution you will need to make towards the overall cost of your claim. The applicable amount(s) stated in this document or the Certificate of Insurance, which these Terms and Conditions do not cover and will be retained and payable by You.



**Flood** - means:

- a. a temporary condition of partial or complete inundation of normally dry land by water:
  - i. overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or
  - ii. which is caused by an accumulation or flowing of water on the ground resulting from precipitation; or
- b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or
- c. water discharged from sewerage or waste water systems due to pressure induced by floodwater.

You are not covered by the Terms and Conditions if Damage is caused by water from or action by the sea or tidal wave.

**General Average** - means the contribution by all the parties in a sea adventure to make good a Loss sustained by one of the parties for voluntary sacrifices of part of the ship or cargo to save the residue and lives of those onboard from impending peril and for extraordinary expense necessarily incurred for the general benefit of all the interests involved.

**Insurance Charge** – means the applicable amount(s) stated in the quotation document and Certificate of Insurance which is payable by you in order to be covered by these Terms and Conditions.

**Insurance Declaration** – means your insurance declaration provided to Price's and that values in the insurance declaration.

**Loss or Damage** - means physical Loss or Damage that was unintended, unforeseen, unlooked-for and which could not reasonably be expected nor designed by you or any person acting for you or on your behalf who has actual knowledge of the method of transportation of your Goods.

**Limit of Liability** - means the amount chosen by you and shown in these Terms and Conditions and/or the Certificate of Insurance representing the limit of the Insurer's liability any one claim or series of claims arising out of any one event.

**Market Value** - means, in the event of Damage, the reasonable cost of repairs or restoration in accordance with the calculation set out in the Basis of Valuation section of these Terms and Conditions. For any items totally lost or destroyed, their Replacement Cost less a reasonable allowance for age, condition, wear and tear and depreciation.

**Period of Insurance** – means the date/s and time/s specified within the Certificate of Insurance for which the Terms and Conditions shall be in force.

**Product** – means Price's Moving, Transit and Storage Insurance Product as described in these Terms and Conditions.

**Replacement Cost** – means, in the event of Damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, this means full replacement cost, provided that such items are no more than 10 years old or have been specifically declared and valued on the Insurance Declaration.

**Storage** – means any storage by Price's of your Goods at your request in a warehouse or compound by the removal company prior to, during or after Transit.

**Sum Insured** - means the amount chosen by you and shown in the Certificate of Insurance representing the limit of the Insurer's liability any one claim or series of claims arising out of any one event.

**Terms and Conditions** – means: your Insurance Declaration, your Certificate of Insurance, the Product Disclosure Statement (PDS) and the information set out in these Terms and Conditions.

**Transit** – means all conveyances by road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when your Goods are first moved and/or uplifted within the house, office or factory by Price's for the purpose of Transit and ceases when the Goods are last moved by Price's after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/ unpacking of your Goods by Price's at uplift or delivery and any Storage which is incidental to the Transit excluding disassembly/ assembly, installation and testing of your Goods.

**Valuables** – means any antique, curio, jewellery, plate, precious object, musical instrument, work of art, medal, collection of items, fur or piece of precision equipment, or any one item, pair, set or collection.

## PERIOD OF INSURANCE

The Period of Insurance is stated on your Certificate of Insurance. The insurance will commence on the uplift date and continue until your goods have been delivered to the ultimate delivery address specified or when removed from storage at your direction, whichever occurs first.

These Terms and Conditions cover you during the following periods:

- for Price's Ultimate Cover and Price's Premium Cover - moves to/from/within Australia or New Zealand, during the Transit, including any associated storage in the course of Transit; and
- for Storage Only cover - during the period of the Storage.

Moves to other countries - these Terms and Conditions automatically extend to countries outside of Australia on your consignment for 30 days prior to the departure of your vessel/ aircraft, for the duration of the voyage/flight and for up to 60 days after the arrival at Price's partner's warehouse overseas.

If you require Storage beyond this automatic period, please contact your removal consultant to arrange for an additional Storage period required and an extension to the Terms and Conditions (subject to an additional Insurance Charge).

## RISKS COVERED

In consideration of payment of the Insurance Charge and subject to the Terms and Conditions, the Product provides you with cover against Loss or Damage to your Goods, during the Period of Insurance and on the conveyances within the geographical limits set out in the Certificate of Insurance.

The amount we will pay is the intrinsic worth of the property Damaged as determined by the relevant Basis of Valuation. However, we will not pay more than the Limit of Liability stated in the Certificate of Insurance. The value of your Goods declared by you to us is agreed to be the value determined in accordance with the relevant level of cover and the Basis of Valuation selected by you.

Depending on the risks and period of cover and level of cover selected by you and shown in the Certificate of Insurance, these Terms and Conditions insure your Goods as set out below and elsewhere within this document.

**Price's Ultimate Cover** and **Price's Premium Cover** insures Loss or Damage to your Goods during Transit and during Storage, from an external cause including accidental Damage during packing, loading and unloading by Price's or its representatives

**Storage Only Cover** insures Loss or Damage to your Goods during Storage only, resulting from:

- Fire;
- Lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, Flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion; and
- Explosion and impact Damage.

Storage Only cover does not include Loss resulting from theft.

## General Average and salvage charges

These Terms and Conditions insure your Goods for General Average and salvage charges. The basis of settlement for a claim under General Average and Salvage will be adjusted or determined according to your Removal contract with Price's and/or the governing law and practice. These Terms and Conditions only cover General Average and salvage charges that are incurred to avoid Loss or in connection with the avoidance of Loss, from any cause, other than those excluded elsewhere in these Terms and Conditions.

## War and Strikes

- For any International Transits by sea and/or air, these Terms and Conditions will also cover loss or damage as a result of:
- War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- Capture seizure arrest restraint or detainment, arising from risks covered under the above and the consequences thereof or any attempt thereat;
- Derelict mines torpedoes bombs or other derelict weapons of war;
- strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.

## LIMIT OF LIABILITY

If you make an eligible claim, the amount payable by us will be set out in the Certificate of Insurance and limited to the following:

### for Price's Ultimate Cover:

- for any specified Valuable, the declared value of the item set out in the Insurance Declaration and agreed to by us; and
- for any one item including unspecified Valuables, up to \$3,000; and
- the maximum amount payable for any claim will be limited to the Sum Insured.

### for Price's Premium Cover:

- for any specified Valuable, the declared value of the item set out in the Insurance Declaration and agreed to by us; and
- for any one item including unspecified Valuables, up to \$3,000; and
- the maximum amount payable for any claim will be limited to the Sum Insured.

**for Storage Only:**

- for all items including Valuables, the declared value of the item stated in the Specified Items Method of valuation on the Insurance Declaration.

Each level of cover is subject to the Valuables limit, professionally packed cartons limit, owner packed cartons limit, and any other limits, sub-limits, restrictions or exclusions set out below in these Terms and Conditions.

The Insurer's maximum liability for any one Loss and/or Damage or series of Losses and/or Damages arising out of or in connection with one event shall be limited to the amounts specified within these Terms and Conditions.

**BASIS OF VALUATION**

Subject to the Limit of Liability, the amount payable for Loss or Damage to your Goods will be based on:

Price's Ultimate Cover	Price's Premium Cover	Storage Only
Replacement Cost unless Market Value applies.	Replacement Cost unless Market Value applies.	Replacement Cost unless Market Value applies.

Market Value will always apply to:

- items that are more than 10 years old; or
- items which have not been specifically declared and valued on the Insurance Declaration; or
- office and factory goods, including plant and machinery.

Replacement Value shall be calculated as follows: the actual cost to repair or replace the lost/damaged item with the same or similar make and model if the same is no longer available, without deduction for depreciation.

Market Value shall be calculated as follows: the original purchase price, less 5% per calendar year, to a maximum of 40% of the original purchase price.

**EXCESS**

You can choose between 3 Excess options, and the chosen amount will be clearly shown on your Certificate of Insurance. At our election, we may ask for the Excess amount to be paid directly to us, to be paid directly to the chosen repairer/s, or may be deductible from any settlement amount.

**OTHER LIMITS/SUB-LIMITS OR RESTRICTIONS****Antique(s) / Works of Art**

Unless supported by a professional valuer or a purchase certificate for items in excess of \$20,000 in value and declared in writing in the Insurance Declaration and agreed by Us prior to commencement of these Terms and Conditions, accordingly hereunder, works of art, antiques, oriental rugs, furs and silverware shall not be covered by these Terms and Conditions.

Our liability for the antique(s) / works of art mentioned in this section is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation. In no case shall liability hereunder for such repairs or restoration exceed the Sum Insured in respect of the Damaged article.

These antique(s) / works of art must be professionally packed, stowed, carried and stored by Price's.

**Musical Instruments**

Unless declared in writing in the Insurance Declaration and agreed to by Us prior to commencement of these Terms and Conditions, our liability for Musical instruments shall be limited to \$500 per instrument.

Our liability for Musical instruments is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation. In no case shall liability hereunder for such repairs or restoration exceed the Sum Insured in respect of the Damaged article.

Musical instruments must be professionally packed, stowed, carried and stored by Price's, and within the manufacturer's storage case where applicable.

**Office or Factory Goods, including Plant and Machinery**

For office and factory goods, including plant and machinery, the Insurer will pay the lesser of the Market Value or the declared value of the Goods at the time of Loss; and excluding charges for insurance, packing and freight if declared unless agreed.

**Pairs and Sets**

For Price's Premium Cover and Storage only; Where one or more articles in a pair, set or collection (including furniture) are lost or Damaged, we only cover the lost or Damaged part or parts. The Insurer will not pay more than a proportionate part of the Sum Insured of the pair or set and will not have reference to any special value which they may have as a pair or set, or depreciation or Loss of value to the pair or set.

For Price's Ultimate Cover, this limitation is removed, but our liability is limited to \$15,000 for the replacement of any one pair, set or collection.

**Packed Cartons Limit**

Our liability for a carton professionally packed by Price's will be limited to \$5,000, unless items within it have been specifically declared and valued on the list of items to be insured on the Insurance Declaration.

Our liability for a carton packed by you will be limited to \$500 per carton where an itemized and valued list of the content(s) is provided to Price's prior to the commencement of the removalist services.

**Valuables limit**

The amount payable for Valuables will be limited to \$3,000 any one item/pair/set or collection for Price's Ultimate Cover and Price's Premium Cover, unless specifically declared and valued on the list of items to be insured on the Insurance Declaration..

**EXCLUSIONS FROM COVER**

These Terms and Conditions do not apply to or include cover for or arising out of or relating to the following:

**Excluded Goods**

The Terms and Conditions do not cover Loss, Damage or expense occurring to the following items:

- frozen and/or chilled meat, seafood, foodstuffs or other temperature controlled goods;
- Livestock, Bloodstock, Studstock or live animals and reptiles or live plants;
- Motor vehicles, including Motorcycles, Trailers or caravans;
- money (which means anything having the value of money), bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money or title;
- plant, machinery and computers (which are not Your goods) where the limit any one conveyance or location exceeds \$20,000 for these items;
- tools of Trade or travellers' samples;
- radioactive or explosive goods;
- cigarettes, e-cigarettes or tobacco products;
- bulk cargo;
- any other item where possession or carriage is illegal, or would or for which a contract of insurance cannot be legally procured for.

**Other Excluded Risks**

These Terms and Conditions do not cover Loss, Damage or expense caused by:

- rust, oxidation, discolouration, unless caused in Transit or Storage from a peril insured under these Terms and Conditions;
- consequential Losses of any kind or Loss of market
- Loss or Damage to goods in owner packed cartons, where there is no external evidence of damage to the carton
- ordinary wear and tear of the Goods;
- Loss or Damage caused by a delay in, or frustration of, the delivery;
- Insects, moths, vermin;
- Atmospheric conditions, including mould and mildew
- any unexplained Loss, mysterious disappearance and/ or shortage, including any shortage deducted solely from an inventory computation;
- something which has not occurred during the Transit or Storage, for example, pre-existing Damage or Damage occurring after your Goods have been delivered at destination;
- while your Goods are in use and/or while being worked upon and directly resulting therefrom;
- rejection, detention, condemnation or confiscation by any government or their agencies or departments or by any public or local authority regardless of the reason;
- dismantling, assembly, testing or fabrication of your Goods, other than as required during the ordinary course of Transit or Storage;
- loss of data from any electronic device howsoever caused;
- nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel,
- any Loss or Damage due to your wilful misconduct;
- insufficiency or unsuitability of packing or preparation of the Goods;
- insolvency or financial default of the owners, managers, charterers or operators of the Transit vessel;
- any legal capture, arrest, seizure or restraint of the Goods, including by any government authority.

## SPECIFIC EXCLUSIONS

### Communicable Disease Exclusion

Notwithstanding any provision to the contrary within these Terms and Conditions, these Terms and Conditions do not cover any Loss, Damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with relating to a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Terrorism Exclusion

These Terms and Conditions exclude any Loss, Damage, cost, expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.

### Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall these Terms and Conditions 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 system programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the Terms and Conditions, the cover shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Subject to the provisions of these Terms and Conditions 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, paragraph 1 shall not operate to exclude Losses (which would otherwise be covered by these Terms and Conditions) 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.

### Sanction, Limitation and Exclusion Clause

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of your claim or provision of such benefit would expose the Insurer or Price's to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### Mechanical breakdown

For the Price's Premium Cover and Storage Only cover, these Terms and Conditions also do not cover Loss, Damage or expense caused by:

- any kind of mechanical, electrical and/or electronic breakdown of or malfunction of, your Goods where there is no external evidence of Damage in Transit or Storage from a peril insured under these Terms and Conditions.

## GENERAL CONDITIONS

### Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of the Court of competent jurisdiction in the State or Territory of Australia in which these Terms and Conditions have been issued and to comply with all requirements necessary to give such Court jurisdiction.

### Insurance Charge

1. You must pay the Insurance Charge due, together with all applicable government charges due on the Insurance Charge, by the due date stated on your Certificate of Insurance.
2. The Insurance Charge due for this Product is based on the declared values provided on the completed Insurance Declaration, the level of cover and Excess amount chosen by you, and the Period of Insurance.
3. You agree that your Insurance Declaration contains the total value of your Goods by or at risk under these Terms and Conditions, calculated in accordance with the Basis of Valuation contained in these Terms and Conditions and/or the Certificate of Insurance.

### Average / Underinsurance

If the value of your Goods at the time of Loss or Damage is greater than that specified in the Certificate of Insurance, we shall only pay you in accordance with the provisions of the Marine Insurance Act 1909 or the Insurance Contracts Act 1984, where applicable.

## CLAIMS PROCEDURES

Depending on the value of your claim, the extent of the Damages, the Sum Insured and any other relevant factors, Price's may be allocated to manage your claim. If the claim value is \$10,000 or less, Price's will manage your claim. If the claim value is more than \$10,000 or Price's is unable to resolve any escalations relating to your claim of a lesser amount, the Insurer will manage your claim. You agree that Price's may share any relevant claims documentation and supporting information (including the Insurance Declaration, Certificate of Insurance, these Terms and Conditions, your claim form, and any evidence including photographs and videos) with the Insurer when allocating your claim to them.

As soon as possible after the happening of any event which may give rise to a claim under the Terms and Conditions, you must give notice to: [claims@pricesremovals.com.au](mailto:claims@pricesremovals.com.au)

You must:

- Take all reasonable measures to avoid or minimise any further Loss, Damage, liability or expense;
- Note details of any Loss or Damage on the Claims form and any inventory or packing list;
- At your own expense,
  - lodge a completed claim form with Price's using the above contact details, and
  - supply to Price's supporting claims documentation, along with evidence and information (such as photographs and videos) as may be reasonably be required us for the purposes of investigating or verifying the claim, including details of all other insurances covering the Loss or Damage or any part of it and, if requested, a sworn declaration of truth of the claim and any connected matters;

- Return any claims documentation reasonably requested by Price's or the Insurer within 1 to 2 business days of receipt;
- Preserve any Damaged or defective property or your Goods which might prove necessary as evidence for examination by Price's or the Insurer;
- Not authorise the repair or replacement of your Damaged or lost Goods without Price's or the Insurer's express written consent.
- In the case of Loss or Damage due to theft or malicious act, you must notify the police as soon as possible and provide the relevant details of this notification to Price's/the Insurer when possible as well as take all practicable steps to discover any guilty person and to trace and recover the missing property;
- In case of a General Average or salvage contribution claim, you must consult the Insurer before signing any General Average or salvage bond;
- Not abandon any of your Goods to us whether Price's or the Insurer has paid your claim or not;
- Not release carriers, bailees or other third parties from liability when Loss or Damage is discovered and you must take all actions necessary to properly preserve and exercise all rights against carriers, bailees or other third parties; and
- Not make any settlement, admission of liability, payment, or promise of payment to a third party without Price's or the Insurer's written consent.

Unless the terms of this Claims Procedure section are complied with, Price's and the Insurer's liability may be reduced by the amount representing the prejudice caused to us as a result of non-compliance with this condition.

### Salvage in the event of total Loss and destruction

Where the Insurer or Price's pays a claim for the total Loss or destruction of your Goods, whether that is based on Replacement Cost or Market Value and whether any limits in the Terms and Conditions apply, the Insurer or Price's is entitled to take possession of the item and retain any salvage value. In the event that this clause is exercised, it is agreed that you will have automatic first choice to purchase the salvaged item.

### Fraudulent Claims

If you, or anyone acting on your behalf makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, Price's or the Insurer may refuse to pay a claim and treat the Terms and Conditions as if they never existed.

### Contribution

Subject to the provisions of either the Insurance Contracts Act 1984 or the Marine Insurance Act 1909, upon the payment of any claim under these Terms and Conditions, Price's or the Insurer may avail of the right to recover or obtain contribution from:

- any person against whom you may be able to claim and we have the right to take action in your name;
- and other insurance covering or which may cover the same Loss, the details of which you have advised to us

