

# HOME CONTENTS REMOVALS INSURANCE (OVERSEAS) POLICY & PRODUCT DISCLOSURE STATEMENT

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# IMPORTANT INFORMATION

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## INTRODUCTION

This is the Home Contents Removals Insurance Policy which is designed for the insurance of household goods and personal effects (referred to as the insured property) being transported overseas. This booklet contains two separate parts:

1. Product Disclosure Statement
2. Terms & Conditions

Please read Parts One and Two of this booklet carefully.

## PART ONE: PRODUCT DISCLOSURE STATEMENT

Part One of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part Two – terms and conditions for full details).

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.

## PART TWO: TERMS AND CONDITIONS

Part Two of this booklet contains the policy terms and conditions, which detail all the terms, conditions and exclusions relating to the policy. It is Part Two which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a policy schedule. The policy schedule sets out the specific terms applicable to your cover and should be read together with the policy terms and conditions.

The policy terms and conditions and the policy schedule we send to you are evidence of your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## ABOUT SURA MARINE

SURA Marine is a trading name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313. SURA Marine has developed this Home Contents Removals Insurance Policy which is issued by the insurer referred to below.

SURA Pty Ltd has an authority from the insurer to arrange, enter into/bind and administer this insurance for the insurer.

If you require further information, please contact your broker or SURA Marine.

### Our contact details are:

Level 13, 141 Walker Street, North Sydney, NSW, 2060  
PO Box 1813, North Sydney, NSW, 2060  
Phone: +61 2 9930 9500 Fax: +61 2 9930 9501

# PRODUCT DISCLOSURE STATEMENT

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## ABOUT THE INSURER

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

You should contact SURA Marine in the first instance in relation to this insurance, including in respect of any matters relating to claims.

### QBE Insurance (Australia) Limited's contact details are:

82 Pitt Street  
Sydney, NSW 2000  
Tel: +61 2 8275 9999

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.

## SIGNIFICANT BENEFITS AND FEATURES

We believe the most significant benefits of this insurance policy are:

- a) protection against loss or damage to your insured property during the removal and packing and unpacking by professional removalists.
- b) loss or damage to your insured property while in storage during the removal (up to 30 days in total).
- c) new for old replacement value irrespective of age of the insured property in the event of a claim (other than motor vehicles and motor cycles).

## THE POLICY DOES NOT COVER CERTAIN THINGS

Claims may be refused in certain circumstances. Please refer to the Home Contents Removals Insurance Policy terms and conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

### The policy does not cover:

- electrical and/or mechanical failure
- loss or damage caused by ordinary wear and tear
- loss or damage caused by the nature of the property (e.g. metal rusting)
- where any item is part of a pair or set, we will only pay for the part of the pair or set that is lost, destroyed or damaged (even if it cannot be replaced with a matching item)
- where property is packed by you, insurance is only available for the events listed under Cover Option B: Restricted Cover
- where property is packed by you cover does not include theft or non-delivery of items unless a detailed carton inventory is provided to us prior to commencement of transit
- loss or damage to cash, credit cards, notes, stamps, deeds, tickets, travellers cheques, jewellery, watches and other similar valuable items.

These are only some of the events that are not covered by this insurance. Please read the Home Contents Removals Insurance Policy terms and conditions which follows this PDS for full details of all policy exclusions.

## THE AMOUNT OF ANY CLAIM MAY BE REDUCED

The amount of any claim made against the policy may be reduced:

- a) where an excess applies to each and every claim that amount will be deducted from the claim settlement – the amount of excess will be shown in the policy schedule.
- b) if you do not comply with any policy condition.

## SIGNIFICANT RISKS

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part One of this booklet) and the policy terms and conditions (Part Two of this booklet) carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

The maximum amount we will pay under this policy will not, under any circumstances, exceed the total sum insured or any specified sum insured for an item.

### Overdue premium

You must pay your premium on time otherwise your policy may not operate.

If you have not paid by the due date or your payment is dishonoured, this policy will not operate and there will be no cover.

### 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 and any taxes and government charges will be shown on your policy schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- sum insured
- if your household contents include valuable items such as paintings, works of art and antiques
- distance of transit
- if extended storage is required during the transit.

Premium payments are made prior to the commencement of the policy. You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

The information contained in this part is general information only and does not form part of your contract with us. The policy terms and conditions in Part Two of this booklet contain details of your contract.

## YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that 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.

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.

## NON-DISCLOSURE

Where the Marine Insurance Act 1909 (Cth) 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 (Cth) applies:

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.

## VALUING YOUR PROPERTY

We require you to insure your property for its full replacement value irrespective of its age. 'Replacement value' means the cost of replacing your insured property with equivalent new items.

Motor vehicles and motor cycles are insured for their current market value. We require an independent pre-shipment survey to record the condition and current market value of any insured vehicles or motor cycles.

The cost of freight can be added to the total sum insured and can be reimbursed in the event of a total loss or non-delivery.

## PROVIDING PROOF

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

- Receipts or other confirmation of purchase
- Valuation certificates to substantiate values for items such as paintings, antiques, works of art or any other item which cannot be readily purchased in normal retail outlets

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

## PRIVACY STATEMENT

SURA Marine and QBE each have a privacy policy which sets out personal information they collect and how they collect, disclose, store and use it.

### SURA Marine

SURA Marine is committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

If you require additional information or would like a copy of our privacy policy, please contact SURA Marine.

### QBE Australia

We will collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so that we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [www.qbe.com.au/privacy](http://www.qbe.com.au/privacy) or contact our customer care unit.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## 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 better, 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.

You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## RESOLVING COMPLAINTS AND DISPUTES

At QBE we're committed to providing you with quality products and delivering the highest level of service. We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 – Escalate your complaint

If this hasn't happened, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service (FOS). The FOS is an ASIC approved external dispute resolution body.

FOS resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS decisions - but you're not. You can contact FOS directly and they'll advise you if your dispute falls within their Terms of Reference.

### Disputes not covered by the FOS Terms of Reference

If your dispute doesn't fall within the FOS Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

## Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

At QBE we're committed to providing you with quality products and delivering the highest level of service. We also do everything we can to safeguard your privacy and the confidentiality of your personal information

## Contacting QBE's CCU, FOS or the OAIC

### QBE Customer Care Unit

Phone: 1300 650 503 (9am to 5pm Monday to Friday, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email:

To make a complaint: [complaints@qbe.com](mailto:complaints@qbe.com)

To contact us about privacy or your personal information: [privacy@qbe.com](mailto:privacy@qbe.com)

To give us feedback or pay a compliment: [customercare@qbe.com](mailto:customercare@qbe.com)

Post:

Customer Care Unit,  
GPO Box 219,  
PARRAMATTA NSW 2124

### FOS

Phone: 1300 780 808 (9am – 5pm AEST, Monday - Friday)

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

Online: [www.fos.org.au](http://www.fos.org.au)

### OAIC

Phone: 1300 363 992 (National toll free)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Online: [www.oaic.gov.au](http://www.oaic.gov.au)

## 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 Part B 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.

## CANCELLING YOUR POLICY

### How you may cancel this policy

- You may cancel this policy at any time prior to any removal of your insured property taking place, by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider. You cannot cancel this policy once any removal has commenced.
- 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.

### The premium

If you cancel this policy we will refund to you the premium.

## 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 travel insurance, the commencement of the journey is the event.

## 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](http://www.apra.gov.au) or 1300 13 10 60.

# TERMS AND CONDITIONS

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## 1. INSURER

This insurance is underwritten by OBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545.

## 2. OUR AGREEMENT WITH YOU

This policy and the policy schedule we issue you are evidence of your legal contract with us. You pay us the premium, and we provide you with the cover you have chosen as set out in the policy, occurring for the nominated transit shown on your policy schedule.

The excess set out in Clause 8: 'What you must pay if you make a claim – excess' applies to all claims except where otherwise stated. The amount of any excess that applies to your policy will be shown on your policy schedule.

The exclusions in Clause 9: 'When you are not covered' and conditions in Clause 10: 'General Conditions' apply to both cover options.

## 3. THE COVER

Based on the information provided by you, the attached policy schedule describes who is insured, what property is covered and the values (in Australian Dollars) for which insurance cover is provided.

When you purchase this insurance you can elect to insure your property for either Cover Option A - Comprehensive Cover or Cover Option B - Restricted Cover. The cover option you have selected will be shown in the policy schedule.

### 3.1 The period of insurance

The insurance starts when the removalist commences packing or moving the insured property and ceases when the insured property has arrived at the address you specified and it has been unpacked by the removalist, provided the unpacking is completed within 30 days.

If the property is stored during the removal, other than in the ordinary course of transit, the insurance remains in force for up to 30 days in store and ceases after the 30th day. If the property is in store for more than 30 days, the insurance ceases after the property has been in store for 30 days, unless the policy has been extended to cover a longer period of storage.

## 4. COVER OPTION A: COMPREHENSIVE COVER

### 4.1 Carrier packed property

If the policy schedule indicates that Cover Option A applies, the insured property is covered against physical loss, destruction or damage caused by:

- a) accident
- b) the deliberate act of a third party
- c) the carrier during packing or unpacking

### 4.2 Owner packed property

Owner packed property is insured for the events listed in Cover Option B: Restricted Cover.

### 4.3 Motor vehicles

If the insured property includes motor vehicle(s) and the policy schedule indicated that Cover Option A applies, the motor vehicle is covered against accidental loss or damage plus the deliberate act of a third party but excluding while being driven under its own power except while being driven by an employee of the carrier or their agent for the purposes of loading or unloading.

## 5. COVER OPTION B: RESTRICTED COVER

If the policy schedule indicates that Cover Option B applies, the insured property is covered for physical loss or damage caused by:

- a) fire or explosion
- b) lightning, hail or flood
- c) collision of the conveyance or contact of it with any external object (ice included) other than water
- d) hijack or armed hold up of the conveyance
- e) overturning, jack-knifing or derailment of the conveyance
- f) grounding, stranding, sinking or capsizing of the oversea vessel
- g) crashing or forced landing of the aircraft
- h) discharge of the oversea vessel at a port of distress
- i) entry of water into any vessel, hold, container or place of storage
- j) theft, pilferage or non-delivery

## 6. FURTHER COVER THAT AUTOMATICALLY APPLIES

In relation to transit by sea, the insured property is also covered against each of the following:

- a) Physical loss or destruction or damage caused by jettison
- b) Physical loss incurred as a result of general average sacrifice
- c) General average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy
- d) War, strikes, riots and civil commotions as insured by the current Institute clauses

## 7. WHAT WE WILL PAY

### 7.1 How much we are insuring your property for

Your property is insured for its full replacement value (unless stated otherwise in your policy schedule), regardless of age, but limited to the sum(s) insured stated in the policy schedule.

‘Replacement value’ means the cost of replacing your property with equivalent new items.

Please refer to Clause 7.3 for details on how motor vehicles, motor cycles, caravans and trailers are valued in the event of a claim.

### 7.2 Containers

We will cover your legal liability for loss or damage to shipping containers in your care, custody and control up to a maximum amount of \$5,000.

### 7.3 Motor vehicles, motor cycles, caravans, trailers

In the event of loss of or damage to motor vehicles, motor cycles, caravans or trailers we will only pay for the reasonable cost of repair or replacement but limited to the actual market value of the item prior to its loss or damage.

### 7.4 Pairs and sets

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set that is lost, destroyed or damaged even if it cannot be replaced with a matching item. The value insured 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.

### 7.5 Owner packed property

Where property is packed by you, cover does not include theft, pilferage or non-delivery of items unless a detailed carton inventory has been provided to us prior to commencement of transit.

### 7.6 Excluded property

This policy does not cover loss of or damage to cash, credit cards, notes, stamps, deeds, tickets, travellers cheques, jewellery, watches and other similar valuable items.

## 8. WHAT YOU MUST PAY IF YOU MAKE A CLAIM

### 8.1 Excess

The excess is the first amount you must contribute to any claim you make under this policy. The excess amount will be shown on your policy schedule.

## 9. WHEN YOU ARE NOT COVERED

This insurance does not cover loss of or damage to the insured property or liability or expense caused by any of the following:

### 9.1 Consequential loss/delay

Loss of market and loss arising from delay or consequential loss of any description even if consequent upon the happening of an insured event.

### 9.2 Electrical, mechanical & electronic failure

Electronic, electrical or mechanical failure of the insured property where there is no external visible evidence of damage from an insured event.

### 9.3 Expropriation

The lawful seizure, confiscation, nationalisation or requisition of the insured property.

### 9.4 Intentional acts

Loss or damage caused by your misconduct, or intentionally caused by you or any person acting with your expressed or implied consent.

### 9.5 Labour shortage

The absence, shortage or withholding of labour of any description resulting from any strike, lockout, labour disturbance, riot or civil commotion.

### 9.6 Mould/insects/vermin

Loss or damage caused by mould, moths, insects, rats or other vermin.

### 9.7 Pre-existing damage

Loss or damage that existed or occurred prior to the commencement of the insured transit.

### 9.8 Radioactive contamination

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

### 9.9 Reduction in value

Reduction in value of antiques, paintings and works of art because of repairs.

### 9.10 Rust/oxidisation/discolouration

Rust, oxidisation and/or discolouration of the insured property unless caused by an insured event.

### 9.11 Sanctions Limitation and Exclusion Clause

You are not insured under this policy where a claim payment breaches 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.

### 9.12 Terrorism

Terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism, unless caused by a terrorist or any person acting from a political motive while the insured property is in transit.

#### Terrorism means:

any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

### 9.13 Wear and tear

Loss or damage caused by ordinary wear and tear.

## 10. GENERAL CONDITIONS

### 10.1 Due diligence

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

### 10.2 Paying your premium

You must pay your premium by the due date. 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.

### 10.3 Changing your policy

If you want to make a change to this policy, the change becomes effective when:

- we agree to it
- we give you a new policy schedule detailing the change.

### 10.4 Other interests

You must not transfer any interests in this policy without our written consent.

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.

### 10.5 Cancelling your policy

#### How you may cancel this policy

- You may cancel this policy at any time prior to any removal of your property taking place, by telling us in writing that you want to cancel it. You cannot cancel this policy once any removal has commenced.
- 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 only when permitted to do so by law and after informing you in writing.

#### The premium

If you cancel this policy we will refund to you the premium.

### 10.6 Notices

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

- if it is delivered to you personally.
- 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.

### 10.7 When your property arrives

When your property is delivered to you at your new home, you will be asked to sign a delivery docket stating that it has been received and that there is nothing missing or damaged. You should not sign this unless you are satisfied that all your property has been received and is in good order. If you don't have sufficient time to check all your property, you can sign the delivery docket, but endorse it with the words 'subject to checking when unpacked'.

### 10.8 Pre-shipment condition and valuation survey

For motor vehicles and motor cycles, we require an independent pre-shipment survey to record the condition and current market value.

## 11. CLAIMS

### 11.1 What you must do

If you notice any of your property to be missing, or damaged, either on delivery or shortly afterwards, you must immediately:

- take whatever steps are necessary to prevent further loss or damage
- advise the removalist who delivered your property
- phone or fax your financial services provider or our office to request a claim form be sent to you for completion and return
- do not repair or replace anything until you have our approval.

### 11.2 What happens next

We will contact you and advise you what to do next. You may be asked to provide such things as shipping documents and repair/replacement quotations. When you have completed the claim form, answered any questions we may have asked and supplied the documents we may have requested, we decide the best way to handle your claim.

Our decision may be to:

- appoint an assessor/surveyor who will contact you.
- repair the damage.
- replace the lost or damaged item or pay you a sum of money.

It may be that we do not consider the loss or damage is covered by this policy. Whatever our decision, we will write to you and explain what and why it is.

### 11.3 What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings against another party 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.

### 11.4 What can affect a claim

We will reduce the amount of a claim by the excess shown in the policy terms and conditions or on the policy schedule.

We may refuse to pay a claim if you are in breach of 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 part 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
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this policy.

### 11.5 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.

SURA Pty Ltd ABN 36 115 672 350,  
AFSL 294313.

Thank you for receiving this  
document electronically.

In providing any financial services  
SURA acts under a binder as an  
agent of QBE Insurance (Australia)  
Limited ABN 78 003 191 035, AFSL  
239545

SURA Marine supports positive  
initiatives for our environment.

# S U R A MARINE

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## **NEW SOUTH WALES**

LEVEL 13/141 WALKER STREET  
NORTH SYDNEY NSW 2060  
PO BOX 1813  
NORTH SYDNEY NSW 2059  
TELEPHONE. 02 9930 9500  
FAX. 02 9930 9501

## **VICTORIA**

LEVEL 10/460 BOURKE STREET  
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