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PLEASE SAVE AND RETURN YOUR COMPLETED DECLARATION TO KING & WILSON



**King & Wilson**  
World Wide Moving and Storage

## FINANCIAL SERVICES GUIDE (FSG)

King & Wilson Transport Pty Ltd can assist you to obtain insurance to protect your goods while they are in transit or storage.

This is because we are an authorised representative of Cowden (VIC) Pty Ltd (AFSL 245658), a licensed insurance broker.

This FSG describes the insurance services that King & Wilson Transport Pty Ltd can provide to you. It also covers the charges for those services, your rights as a client and how any complaints you may have will be dealt with.

### HOW WE CAN HELP WITH YOUR INSURANCE

We hold a Customer Goods in Transit and Storage insurance policy. On your behalf, we can arrange for this policy to cover you. Alternatively, you can obtain insurance from an insurance company of your own choice.

If you ask us to arrange Customer Goods in Transit and Storage insurance, we will give you a Product Disclosure Statement (PDS). This will describe the main features of the policy. You should read the PDS to decide if the policy suits your needs, objectives and financial situation before you decide whether to obtain it because we cannot advise you about your insurance needs.

Cowden (VIC) Pty Ltd is an insurance broker and is licensed to advise on and deal in General Insurance. If you need advice or your insurance needs are different from the cover available in our policy, we can refer you to Cowden (VIC) Pty Ltd on (03) 9686 6500 who will be able to assist you.

### HOW WE ARE PAID

For arranging for you to be insured under our policy, we receive the difference between the amount you pay us for your insurance and the cost of the premium we pay for the policy (which is based upon our annual turnover) and the amount we pay for claims under \$2000. The amount you pay us is based on the value of the goods we are removing or storing on your behalf.

Our staff who arrange your insurance are paid a salary. They do not receive a bonus for arranging insurance for you. In addition, Cowden (VIC) Pty Ltd received a commission of 0-20% for arranging our policy. They do not receive any amount when we arrange for the policy to cover you.

### COMPLAINTS AND DISPUTES ABOUT OUR SERVICES

We are a member of the Australian Furniture Removers Association (AFRA). AFRA handles all complaints or disputes about our services. Contact the Executive Director at AFRA.

AFRA may be contacted at:  
Unit 6/7 Packard Avenue,  
BAULKHAM HILLS NSW 2153  
Telephone: 1800 671 806

### COMPLAINTS AND DISPUTES ABOUT THE INSURANCE POLICY

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution. FOS can be contacted on 1300 780 808.

### PROFESSIONAL INDEMNITY INSURANCE

Cowden (VIC) Pty Ltd has professional indemnity insurance in place which covers them, their employees and King & Wilson Transport Pty Ltd for any errors or mistakes relating to our insurance services. This insurance meets the requirements of the Corporations Act and meets claims relating to us, our employees or Cowden's employees even after they cease to act for Cowden (VIC) Pty Ltd, provided that the insurer is notified of the claim when it arises and this is done within the relevant policy period.

### PRIVACY STATEMENT

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information. If you do not provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website; [www.cowden.com.au](http://www.cowden.com.au) under heading – Resources – sub section Forms.

Cowden (VIC) Pty Ltd holds Australian Financial Services License number 245658 and can be contacted on (03) 9686 6500. This FSG was prepared on 01/12/15. Distribution of this FSG has been authorised by Cowden (VIC) Pty Ltd.

King & Wilson Transport Pty Ltd ABN 22 119 323 394  
Authorised Representative No 302 555  
Head Office: 2-6 Lionel Road Mount Waverley 3149 VIC  
Phone: 1300 655 085

Cowden (VIC) Pty Ltd holds Australian Financial Services License number 245658 and can be contacted on (03) 9686 6500.  
This FSG was prepared on 01/09/15. Distribution of this FSG has been authorised by Cowden (VIC) Pty Ltd.

# CUSTOMERS' GOODS IN TRANSIT AND STORAGE INSURANCE PRODUCT DISCLOSURE STATEMENT (PDS)

## PART 1 – ABOUT YOUR INSURANCE

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance.

### WHY SHOULD I TAKE OUT INSURANCE?

Regardless of any contractual rights you may have against King & Wilson, there are many circumstances where they will not be liable to make good any loss or damage to your goods, for example where the goods are damaged as a result of an accident that is not the Company's fault.

Customer Goods in Transit and Storage insurance can assist to fill this gap.

### WHO TO CONTACT ABOUT YOUR POLICY

Your first point of contact about the policy should be King & Wilson. If they cannot answer your enquiry, you can contact our broker for whom we are an authorized representative. Cowden (VIC) Pty Ltd can be contacted on telephone (03) 9686 6500, email insurance.vic@cowden.com.au, facsimile (03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

### INSURER

A number of different insurers have combined together to provide the insurance in the Customer Goods in Transit and Storage Policy.

The first \$5,000 of any claim is paid by King & Wilson.

Above this amount, the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage are insured by Insurance Australia Limited (ABN 11 000 016 722 AFSL 227681) trading as CGU Insurance and the rest of the transit and storage cover is insured by Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507, a subsidiary of Zurich Financial Services Australia Limited (ZFSA).

### SIGNIFICANT FEATURES AND BENEFITS OF THE POLICY

**Type of Risks** – The policy provides 'Full' or 'Restricted' Cover.

Full Cover insures you for most risks of loss or damage to your goods. However, Restricted Cover only insures you for accidental loss or damage which occurs as a result of:

- Fire, explosion, lightning, and flood
- Overturning and/or derailment of conveyance
- Collision of vessel, aircraft or conveyance
- Crashing or forced landing of aircraft
- Stranding, sinking, or contact of a vessel with any external object other than water
- Entry of water into any vessel, hold, container lift van or place of storage
- Discharge of goods at a port of distress
- Jettison of goods from a vessel
- Theft, Pilferage or Non delivery of an entire package or item

### BASIS OF SETTLEMENT

**Full Cover Optimum** – 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. Includes cover extensions of pairs and sets, mechanical, electrical or electronic breakdown or derangement and normal atmospheric or climatic conditions.

**Full Cover Standard** – 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.

### LIMITS AND EXCLUSIONS FROM COVER

The table below summarises the limits on the covers provided.

Goods	Limitations/exclusions
Full Cover Standard Specified Inventory Declaration Method	Limited to the declared value nominated by you on your insurance declaration. Items not declared are not covered by the policy.
Computers and computer accessories	Market value cover only.
Clothing	
Motor vehicles, motor bikes, caravans, boats and trailers	
Office and factory goods	The lesser of Market Value and Declared Value (the amount you nominate on the insurance declaration), plus insurance, packing and freight.
Pairs and sets	Only the lost or damaged parts payable. (Does not apply if you select Full Cover Optimum Cover)
Antique(s) – Works of Art	Reasonable cost of repair. Loss of value not covered.
Owner packed cartons	Restricted cover only.  Maximum of \$500 for non delivery of a carton unless an itemised and valued list of contents is provided before transit commences. Damage or loss to contents excluded unless evidence of external damage to carton caused by a risk covered.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your authorised representative of the Removal Company.
Valuables worth more than \$2,000	Limited to a maximum of \$2,000 unless specifically listed and valued in your Insurance Declaration
Flood – Storage	Not covered by the policy if caused by water from or action by the Sea, Tidal wave, Storm surge or High water.
Terrorism	Transit cover only.
Various other risks	Refer policy wording – Other Excluded Risks.

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These are the major exclusions and limitations in the policy; however, there may be others. You can check the policy wording in Part 2 of the PDS for full details.

### **COST OF THE POLICY**

The amount you pay for the insurance depends on the value of the goods being removed or stored.

Other factors which determine the premium include:

- The type of insurance selected by you (replacement value, transit or transit and storage);
- The distance the goods are transported or the period for which the goods are stored; and
- The insurance cover selected (Full Cover Optimum or Full Cover Standard).

The amount you pay includes any stamp duty and GST.

Our quotation for your transit insurance is firm. King & Wilson will give you one month's notice of any change in the storage insurance rate.

### **HOW DO I 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 Cover – The Cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation).
- For Market Value Cover – Replacement cost less an allowance for age, condition, wear and tear, and depreciation.
- If you have selected one of the “Easy Valuation Declarations” using the recommended minimum insured meterage values (AU\$3,300 per cubic metre), or using the estimated replacement value guide under the specified inventory declaration, you should carefully consider if the amounts are sufficient for your goods and we recommend you seek independent advice to the value of your goods if you are in any doubt.

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be reduced in the same proportion as the declared value bears to 80% of the actual value.

### **HOW YOU PAY FOR THE INSURANCE**

The premium will be shown on the quotation for your Contract for Removal and Storage which your Removal Company will provide to you before your goods are removed. When you accept the quotation, your Removal Company will invoice you.

You pay for transit insurance when you pay your removal charges. Your Removal Company will invoice you for storage insurance at the same time as the storage charges.

### **EXCESS**

The amount that you receive for a claim will be reduced by AUD\$200. This is known as an excess.

### **CONDITIONS**

Some conditions apply to your policy. Full details are set out in the policy wording in Part 2 of this PDS. The significant conditions are summarised below:

**Duty of disclosure** – When you apply for insurance we rely upon the information you provide to decide whether to insure you, and anyone else to be covered, and on what terms. You must answer the specific questions we ask relevant to our decision to insure you. When answering our questions you must be honest. If you do not answer all questions honestly we may reduce or refuse a claim, or cancel the policy.

If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

You do not have to tell us about any matter that diminishes the risk that is common knowledge, that we should know or should know in the ordinary course of our business or which we indicate we do not want to know.

**Cooling off** – You may return the insurance contract up to 20 days after the date of the invoice for the removal, storage and insurance (the cooling off period). However you may not return the insurance contract after the commencement of the work.

To return the contract, notify King & Wilson within the cooling off period. Any premium paid will be returned. The notification can be made by telephone or posted to the address detailed on the removal contract or invoice.

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

The policy wording in Part 2 of this PDS has detailed instructions about how to make a claim.

### **FINANCIAL CLAIMS SCHEME**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited or Zurich Australian Insurance Limited 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 DISPUTES RESOLUTION PROCESS**

If you have a complaint about an insurance product we have issued or service you have received from us, please contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500 to initiate the complaint with us. If you are unable to contact Cowden, you can contact Zurich directly on 132 687 or CGU directly on 132 481.

Your complaint will be responded to within 15 working days. If you are not satisfied with the response, you may have the matter reviewed through the internal dispute resolution process, which is free of charge.

If You are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA), an independent and external dispute resolution scheme.

The AFCA is free of charge to you.

AFCA contact details are:

Australian Financial Complaints Authority Post:  
GPO Box 3, Melbourne, Victoria 3001

Freecall: 1800 931 678  
Website: [www.afc.org.au](http://www.afc.org.au)  
Email: [info@afc.org.au](mailto:info@afc.org.au)



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## PART 2 – POLICY WORDING

This insurance will be arranged on your behalf by King & Wilson Transport Pty Ltd as an authorised representative of insurance brokers, Cowden (VIC) Pty Ltd (AFSL 245658).

### DEFINITIONS

In this policy the following words have the meaning set out below:

**Removal Company** – King & Wilson Transport Pty Ltd (King & Wilson).

**Customer** – Persons or entities who contract with King & Wilson to remove and/or store their goods.

**Customers' Goods** – Physical property which a customer has asked the removal company to move and/or store including household goods and personal effects of every description including antiques, works of art, jewellery, vehicles, motor bikes, caravans, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

**Transit** – 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 goods are first moved and/or uplifted within the house, office or factory by the removal company for the purpose of transit and ceases when the goods are last moved by the removal company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of goods by the removal company at uplift or delivery and any storage which is incidental to the transit.

**Storage** – Any storage of customers' goods at the customer's request in an authorized warehouse or compound by King & Wilson prior to, during or after transit.

### MOVES TO OTHER COUNTRIES

Insurance arranged by King & Wilson will automatically extend cover on your consignment for 30 days prior to the departure of your vessel/aircraft, for the duration of the voyage/flight and for 60 days after the arrival at our 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 policy extension premium.

### INSURERS

This insurance is provided by the following insurers:

Insurance Australia Limited trading as Insurance Australia Limited (ABN 11 000 016 722 AFSL 227681) trading as CGU Insurance – insures Australia wide storage perils of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage. Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507, a subsidiary of Zurich Financial Services Australia Limited (ZFSA) – insures all other transit and storage risks.

### RISKS COVERED

Where the customer has requested King & Wilson to insure the customer's goods, depending on the risks and period of cover and basis of settlement selected by the customer and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

**Full Cover** insures loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by King & Wilson or its representatives. However, regardless of which cover the customer selects, goods packed by the customer are insured only for restricted cover.

**Restricted Cover** insures loss or damage to the customer's goods during transit resulting from:

- fire and explosion;
- lightning, flood;
- overturning and/or derailment of conveyance;
- collision of vessel, aircraft or conveyance;
- crashing or forced landing of aircraft; stranding, sinking, or contact of vessel with any external object other than water;
- entry of water into any vessel, hold, container liftvan or place of storage;
- discharge of goods at a port of distress;
- jettison of goods from a vessel;
- theft, pilferage or non delivery of an entire package or item.

### ADDITIONAL RISKS COVERED

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and Salvage Charges adjusted or determined according to the removal contract and/ or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

### BASIS OF SETTLEMENT

Depending on the Basis of Settlement selected by the customer and shown in the certificate of insurance, if loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

#### Replacement Cost

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost provided that such items have been specifically declared and valued on the insurance declaration or removal contract. Regardless of which Basis of Settlement is selected, the insurer will only pay market value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers.

#### Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

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

For office and factory goods, including plant and machinery, the insurers will only pay: the lesser of the market value and the

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declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

### **Pairs and Sets**

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the policy only covers the lost or damaged part or parts. The insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value. (Limitation does not apply under Full Cover Optimum).

### **Antique(s) – Works of Art**

For antique(s) and works of art, the insurers will only pay the reasonable costs of repair/restoration and will not pay any depreciation or loss of value caused by the loss or damage.

### **Co-insurance**

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

### **Full Cover Standard Specified Inventory Declaration Method**

This policy will only cover the items nominated by you on your insurance declaration. Items not declared are not covered.

### **Excess**

King & Wilson must pay the first \$5,000 in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract/certificate or Product Disclosure Statement.

## **EXCLUSIONS FROM AND LIMITATIONS ON COVER**

### **Motor Vehicles**

This policy does not cover motor vehicles while they are being driven under their own power unless they are being driven by an authorised representative of the removal company for the purpose of loading or unloading.

### **Valuables**

In the event of loss or damage, this policy does not cover any value in excess of \$2,000 for each item or collection of items for any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the removal company unless specifically declared and valued on the list of items to be insured on the insurance declaration or removal contract.

### **Owner Packed Cartons**

Owner Packed cartons are insured for Restricted cover only. Non-delivery of an owner packed carton is limited to \$500 unless an itemized valued list of contents is supplied to the removal company prior to the commencement of the transit. Claims for damage to contents are excluded unless evidence of external damage to the carton.

### **Other Excluded Risks**

This policy does not cover loss or damage or expense caused by:

- delay, loss of use of property or any other form of consequential loss of any description;
- loss of data of any description from computer hardware or software;
- confiscation or detention by customs or other official or authorities;

- wear and tear, moths, vermin, infestation, corrosion, contamination or deterioration;
- normal atmospheric or climatic conditions. (exclusion does not apply when you select Full Cover Optimum);
- inherent vice or nature of the subject matter or vibration;
- mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred (exclusion does not apply when you select Full Cover Optimum other than for motor vehicles, motor bikes, caravans and boats);
- nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
- flood whilst in store caused by water from or action by the sea, tidal wave, storm surge or high water.

### **Terrorism Exclusion**

This policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism. For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, from when the subject matter insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the interest insured is last moved in being delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by the insured.

## **CLAIMS PROCEDURES**

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on the removal company's inventory and/or condition report;
- Contact King & Wilson Ph: 1300 655 085 (Aust only) or +613 9565 1300 or email: [insurance@kingandwilson.com.au](mailto:insurance@kingandwilson.com.au)
- Within 3 days of receipt of the goods, lodge a written claim with King & Wilson (using any form provided by King & Wilson).

The customer must not authorise the repair or replacement of the lost or damaged goods without the consent of King & Wilson or the insurer.

King & Wilson or the insurer, at their expense, may appoint a loss assessor to inspect damaged goods.

King & Wilson may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, King & Wilson must send to the insurer the inventory

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and/or condition report, removal contract and full details of the items lost or damaged.

### **REASONABLE CARE**

The insured must take all reasonable care to prevent or minimize any loss or damage covered under the policy.

### **SUBROGATION**

The insurer or King & Wilson is entitled to exercise any rights the insured may have against anyone else in relation to goods in respect of which the insurer has paid any amount under the policy. The insured and anyone else entitled to claim under the policy must cooperate fully with the insurer in exercising those rights and must give the insurer any information or assistance it may require.

### **SALVAGE IN THE EVENT OF A CONSTRUCTIVE OR TOTAL LOSS**

Where the insurer or King & Wilson pay a claim in full for an item under this policy as a constructive or total loss for either its declared or market value, the insurer or King & Wilson 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 the customer will have automatic first choice to purchase the salvaged item.

### **SPECIAL CONDITIONS**

#### **Premium**

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

#### **Duty of Disclosure**

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance.

The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;
- As to which compliance with the duty is waived by the insurer.

#### **Non Disclosure**

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

#### **Goods and Services Tax**

If the insured is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the insurers will pay the insured for that GST liability.

Where the insurers or King & Wilson make a payment under this policy for the acquisition of goods, services or other supply the insurers or

King & Wilson will reduce the amount of the payment by the amount of any input tax credit the insured is or will be or would have been entitled under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurers or King & Wilson make a payment under this policy as compensation for the acquisition of goods, services or other supply the insurers or King & Wilson will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under the Goods and Services Tax Act 1999 had the payment been applied to acquire such goods, services or supply.

### **Privacy**

CGU and Zurich are bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information') you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your information, you consent to our use of this information which includes us disclosing your information where relevant for the purposes, to your intermediary, affiliates of CGU and Zurich, other insurers and reinsurers, our services providers, our business partners or as required by law within Australia or overseas. CGU and Zurich may obtain information from Government offices, and third parties to assess a claim in the event of loss or damage.

For further information about the CGU or Zurich Privacy Policies, a list of service providers and business partners that we may disclose your information to, a list of countries in which recipients of your information are likely to be located, details of how you can access or correct the information we hold about you or make a complaint or concerns about our privacy policies please refer to the privacy links on our web site.

CGU – [www.cgu.com.au/insurance/privacy-security](http://www.cgu.com.au/insurance/privacy-security) or contact us by telephone on 132 481 or email us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au)

Zurich – [www.zurich.com.au/important-information/privacy](http://www.zurich.com.au/important-information/privacy) or contact us by telephone on 132 687 or email us at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au)

### **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU or Zurich becomes 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.

This Policy Wording was prepared 02/11/18.