



GLOBAL ASSIGNMENT - SMALL PLANET



## MOVEMANAGEMENTAUSTRALIA

Proposal for **International and Domestic Transit Insurance**



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Sydney Brisbane Melbourne Adelaide Perth



### To our valued Customer...

Thank you for entrusting us with your move process. I trust that our service commitment more than exceeds your expectations.

Insuring your home contents in-transit is the only way of ensuring “peace of mind” in this process. I therefore urge you to accurately and diligently complete the enclosed valued inventory and lodge it with your customer service representative at **Move Management Australia** as soon as possible prior to the pack and uplift of your consignment. Alternatively, you may choose to electronically send us your own spreadsheet detailing the value, age and nature of your home contents. Simply provide us with your name, origin and delivery address on this spreadsheet and email it to us. We will do the rest. A copy of your valuation will be lodged with the insurer and attached to the official policy.

Please read the enclosed **Product Disclosure Statement** and **Financial Services Guide** carefully as this is your guarantee of quality and viability for this insurance product.

Some of the more frequently asked questions relating to marine transit insurance are;

#### Q: How should I value each item in my home?

**A:** *Our insurer expects you to insure your consignment for its “current market value”. In other words, each item of furniture or collective category of packables should be valued by you according to their specific value at the time of moving. For example; if you have a 5 year old television originally purchased for \$2000.00, its value at the time of moving is accurately more like \$500.00. You should insure/value each item with the understanding that this is what you would expect to be compensated in the event that the item is damaged beyond repair or lost in transit. This is the most logical approach to valuing your home contents.*

*Alternatively, if you would prefer to purchase a “new for old” replacement policy, simply indicate this by placing a tick (✓) in the appropriate box on the enclosed valued inventory or advise us in writing prior to uplift. In making this selection, the insurer will assume that the value of your home contents at the time of moving has been inflated to provide you with “new for old” replacement of all or any part of your consignment in the event of a claim for loss or damage.*

#### Q: Is this policy a “full replacement” cover?

**A:** *As mentioned above, unless you elect to purchase a “new for old” replacement policy cover prior to the removal of your home contents, the insurer will assume that you have valued your possessions according to their “current market value” at the time of moving. Regardless of the cover selected, the insurer reserves the right to repair a damaged item first rather than replace it and you should certainly consider the replacement cost at destination in your valuation calculation.*

*When selecting a “current market value” policy, if you inflate the true value of the items in your home then your premium will also be inflated. In the event of a claim, the insurer will establish the age and value of the item concerned prior to settlement. So, it makes sense to simply insure for “current market value” allowing for appropriate depreciation, if and where applicable.*



**Q: How detailed does my home contents valued inventory need to be?**

**A:** *The more accurate and detailed your valuation is to the insurer, the easier it is for them to satisfactorily compensate you in the event of damage or loss in-transit. Our advice is to list each item of furniture room by room and to show individual “high value” packable or furniture items separately eg: if you have an expensive dinner/crockery set, show how many pieces are contained in the collection and its “current market value” as a set or, if you have some expensive suits, coats or other items of clothing, name and value them separately on your home contents inventory.*

*Everyday use, lower valued items such as kitchen cupboard items, socks, underwear and children’s toys can be grouped into what is referred to as a collective valuation for insurance purposes. Generally, the more information that you provide to the insurer in advance of the move process, the better!*

**Q: Are there any “exclusions” in our policy cover relating to electrical derangement, mould or mildew?**

**A:** *The only exclusions or exceptions the policy cover offered has are detailed in the enclosed “Product Disclosure Statement” (PDS) and our quotation for service. Otherwise, this policy is for “Premium Cover” which includes these risks and is offered to you at a fixed premium.*

**Q: Can I insure only part of my consignment?**

**A:** *The insurer’s terms of cover and premium fee is structured with dual consideration to both the good and the bad risks in-transit. You must therefore insure/value all goods carried.*

*If you choose to under value or only consider part of the consignment in your valuation, the insurer will do likewise in settlement of any claims for loss or damage. In other words, if only 50% of the consignment’s true value is stated then the insurer will in turn depreciate any claims by 50%.*

**Q: What happens to my insurance cover in the event I am unable to take delivery at destination and my goods need to be placed into temporary storage?**

**A:** *In the case of an international move, your marine insurance policy will protect your consignment in storage for a period of sixty days, pre or post shipment. For domestic transactions, thirty days cover is included in the policy offered. If the storage period at origin or destination is likely to exceed this you should contact us and arrange for an extension. The additional premium fee applicable to extend the policy must be funded immediately in order to effect the continuation of cover for the extended period and the minimum premium payable is for one month (30 days) cover, or part thereof.*

I trust that the above responses to the most common concerns of previous customers are of some assistance in completing your valued home contents inventory. Please contact us if you have any other questions about insurance. It will be our sincere pleasure to assist! If you require the expert services of a licensed valuer to assist you in the process of accurately valuing antiques or collectables or, if you don’t have the time or inclination and would like us to compile a detailed valuation for you, simply contact your sales or customer service representative at **Move Management Australia**.

**We have the means and desire to add true service value to YOUR moving experience!**

**Colin M Parker**  
Managing Director  
**Move Management Australia Pty Ltd**



# MOVEMANAGEMENTAUSTRALIA

## PRODUCTDISCLOSURESTATEMENT

### International and Domestic Transit and Storage Insurance

This **Product Disclosure Statement (PDS)** provides you with information about the main features of our international and domestic Marine-transit and storage insurance.

#### Why Purchase Insurance?

Even though every care will be taken by **Move Management Australia**, you will appreciate that the distance involved coupled with the rigours of transit may, on some occasions, cause loss and/or damage to your goods. Regardless of any contractual rights you may have against your removal company, there are many circumstances where we 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 beyond our control.

#### Insurance can assist to fill this gap

Who should you contact about your policy?

Your first point of contact about the policy should be **Move Management Australia**. If we cannot answer your enquiry, you can contact **Australian Risk Applications Pty Ltd, ABN 72 078 765 321** by telephone, email, facsimile or letter.

#### Insurer

**Liberty International Underwriters, Level 27, Gateway, 1 Macquarie Place, Sydney, NSW, 2000** will provide the insurance cover.

In the event of a claim, **Move Management Australia** will fund the first AUD\$1,000.00. The remainder will be settled by the insurer in accordance with the terms and conditions of the policy.

#### Policy Cover

Full cover insures you for most risks and is applicable to professionally packed goods and motor vehicles. Policy exclusions do apply.

Restricted Cover applies to goods that are not professionally packed and only insures you for total loss due to an accident 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 vessel with any external object other than water
- Entry of water into any vessel hold, container, lift van or place of storage

#### Basis of Settlement

“New for old new replacement” cover. If you insure the “new for old” replacement value in the country or place of destination of your goods you will receive the ‘new for old’ replacement cost in the event of a claim.

#### Current Market Value Cover

If you insure the “current market value” (e.g. second hand value) you only receive the “current market value” of the goods or a proportion of the value in the event of partial damage or loss.

If you decide to insure your shipping and carriage charges (moving costs), in the event of an unfortunate occurrence such as your goods being totally lost or destroyed following a fire or sinking (in addition to receiving compensation for the loss of your goods), you will be able to recover removal costs paid to us.

#### Policy exclusions from cover

1. Wilful misconduct by the insured
2. Wear and tear, ordinary leakage, ordinary loss in weight or volume
3. Loss as a result of delay and inherent vice or nature of the goods
4. Consequential loss
5. Loss, damage or expense caused by insufficient packing, unless packed by **Move Management Australia** and/or their agents
6. Insolvency or financial default of the owners/charters of the vessel
7. Loss arising from the use of an atomic weapon of war.

#### The Cost of Insurance

**The cost depends on the following;**

1. The value of the goods
2. The type of insurance cover selected

by you (“current market” or “new for old” replacement value - international, domestic or storage)

### 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 the:

- New Replacement value for “new for old” Replacement Cover (with no allowance for depreciation)
- Replacement Cost less an allowance for depreciation for “current market value cover.”

If the declared value of goods is less than the 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 the actual value.

- The quotation for your insurance premium or rate may only be altered by the insurance company giving one month’s written notice of cancellation.

### How do you pay for the insurance?

The premium will be shown on the quotation for removal and storage services provided by **Move Management Australia**. When you accept the quotation, we will invoice you. You pay for transit insurance when you pay your removal charges. **Move Management Australia** will invoice you for storage insurance at the same time as the storage charges.

### Conditions

Conditions do apply to your policy. Full details are set out in the insurance company’s policy wording, which is available on request. An example copy is also enclosed in this proposal.

### Duty of Disclosure

When you apply for insurance, we rely upon the information you provide to decide whether to insure your home contents and on what terms. If you do not answer all questions honestly we may reduce or refuse a claim or cancel the policy.

### What do I do if I need to make a claim?

Advise **Move Management Australia** in writing within 14 days and request a claim form. This form and your **Move Management Australia** customer service representative will advise you of what documentation and information is required by the insurance company. If the value of the claim is above a certain amount the insurance company will appoint a loss assessor to investigate and report the circumstances and the quantum of your claim.

### Complaints and disputes about the policy

If you have a concern or dispute about the policy or a claim with **Move Management Australia**, please contact the complaints officer at **Australian Risk Applications** (the insurance broker). They will try to resolve your problem immediately via their internal disputes resolution process. If they are unable to do so, they will refer you to their external dispute resolution process, which is administered by the **Insurance Brokers Disputes Limited**.

### Limitations of Cover

Goods	Limitations / Exclusions
Glass China and similar Fragile items	Limited by 25% of the total insured value, unless extended by and agreed by the insurer prior to attachment of cover.
Antique Furniture / Artworks	Reasonable cost of repair. Excluding depreciation.
Owner packed goods	Restricted cover-total loss only.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your Removal Company.
High value items valued at more than AUD\$2000.00 each	Not covered unless listed in your Insurance Declaration.
Various other risks	Not covered as detailed in the policy wording.



# MOVEMANAGEMENTAUSTRALIA

## FINANCIALSERVICESGUIDE

### Who we act for

**Move Management Australia** is appointed as an authorised representative of **Australian Risk Applications (Pty) Ltd** to provide the insurance service under their Australian Financial Services Licence number 228991.

There is no relationship between **Move Management Australia** and **Australian Risk Applications (Pty) Ltd.** other than one of customer and service supplier.

### Authorised Services

We hold a domestic and international transit and storage policy. When you instruct us to do so, we can arrange for this policy to cover you.

If you ask us to arrange the above insurance policy, we will give you a **Product Disclosure Statement (PDS)**. This will describe the main features of the policy. You should read the **PDS** to help you decide if the policy suits your needs, objectives and financial situation.

If you request us to arrange insurance you will need to complete a valued inventory of all your goods prior to us providing you with an insurance certificate.

If you need advice or your insurance needs are different from the cover available in our policy, we can refer you to **Australian Risk Applications Pty Ltd** 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 in respect of domestic insurance) and the amount we pay under \$1,000 in respect of all claims. The amount you pay us is based on the value of the goods we are removing or storing on your behalf, as declared on the valued inventory.

Our staff who arrange your insurance are paid a salary. They do not receive a bonus for arranging insurance for you.

In addition, **Australian Risk Applications (Pty) Ltd.** receives a commission of between 0-20% for arranging our policy.

### Complaints and Disputes

**Australian Risk Applications (Pty) Ltd.** handle all complaints or disputes about our services.

Their complaints officer can be contacted at;

Level 57,  
MLC Centre,  
19-29 Martin Place  
Sydney,  
NSW  
2000  
(02) 9238 2700

If they do not resolve the complaint to your satisfaction, you can refer it to **Insurance Brokers Disputes Limited**, whom they are a member of. For further information about **IBDL**, contact them directly on **1800 064 189**.



# TERMS AND CONDITIONS

**YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE ENTERING INTO AN AGREEMENT WITH MOVE MANAGEMENT AUSTRALIA PTY LIMITED AS IT LIMITS LIABILITY. PLEASE READ THIS IN CONJUNCTION WITH THE INSURANCE TERMS AND CONDITIONS.**

## 1. DEFINITIONS

***In these terms and conditions the following definitions are applicable:***

- 1.1 "We" means Move Management Australia Pty Limited, "us" and "our" have the corresponding meanings.
- 1.2 "You" means the party, servant, or their agent, entering into the agreement for services provided by Move Management Australia Pty Limited. "Your" has the corresponding meaning.
- 1.3 "Sub-contractor" means any other person, other than Move Management Australia Pty Limited employees, appointed by Move Management Australia Pty Limited by agreement between Move Management Australia Pty Limited and the subcontractor, who performs (directly or indirectly) services or part of a service.
- 1.4 Words in one gender include all genders.
- 1.5 Words in the singular include the plural.

## 2. CONDITIONS

- 2.1 We are not a common carrier and will not be liable as such. All goods carried and/or services performed shall be subject to these conditions and we reserve the right to accept or refuse the carriage of any goods or the provision of any services for any particular person at our discretion.
- 2.2 We will not be liable for any delays due to circumstances beyond our control including, but not limited to, industrial disputes, road and traffic conditions, weather or acts of war.
- 2.3 You acknowledge that any and all information that you provide to 'us' may be relied upon by us in assessing and providing you with a quotation or estimate as to services necessary and you warrant that the information is accurate.
- 2.4 You warrant that upon entering this agreement you are either the owner of the goods specified in the agreement, or that you are the authorised agent of the owner.
- 2.5 You acknowledge that you or your appointed agent will be present when the consignment is loaded or unloaded. This does not apply where the consignment is being unloaded into or loaded from store.
- 2.6 Unless you have disclosed to us in writing you warrant that the consignment does not include, or contain, any goods which are, or may become, dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage vermin or pests. You acknowledge that we may refuse to remove, pack or store such items. If we discover any goods or substances of the above nature after the consignment has been received by us, we make take any reasonable action, including disposal, destruction or fumigation. You will be liable for any further or additional costs for this action.
- 2.7 Prior to commencement of the agreement you will provide written notice of all goods that are fragile, brittle, including those that are not readily apparent as such.
- 2.8 Prior to commencement of the agreement you will provide written notice of all goods that are or include precious objects, collections of art or items, or precision equipment or other with a value in excess of AUD\$2,000.00.
- 2.9 Please note that our insurers restrict liability when asked to transport plants, jewellery, cash, currency, livestock, bonds, and securities. Please read these terms and conditions in conjunction with the insurance policy terms and conditions and the individual service agreement between us.
- 2.10 You will ensure that, to the best of your ability, all goods to be removed or stored are uplifted by us and that none are taken in error. This does not apply where the goods are being uplifted from store.
- 2.11 Prior to commencement of the agreement you will provide written notice of any and all goods which may be required by or for any government inspection including but not limited to duties or quarantine inspections.
- 2.12 Any quotation for services is valid for 30 days from the date it is issued. We reserve the right to reissue a new quotation after this period.
- 2.13 Upon uplift or delivery of the consignment a further charge may be made for the removal of windows, doors, or the like to enable the removal to take place.
- 2.14 In the quotation, government taxes or charges are estimates of these charges, in the event that the taxes or charges are in fact higher the extra amount will be charged in addition of the quoted price.

## 3. METHOD AND MODE OF CARRIAGE

- 3.1 We are entitled to carry the consignment by any reasonable route and by any reasonable means. We will take into consideration all circumstances including, but not limited to, the nature and destination of any consignment being carried.

## 4. DELIVERY

- 4.1 We shall not be obliged to deliver the consignment except to you or your agent. If you require an agent to accept delivery of the consignment you must provide written notice that they are authorised to accept delivery.
- 4.2 If at the point and time of delivery we cannot deliver the consignment to either yourself or your authorised agent, or where we cannot gain access at the destination or for any other reason beyond our control, we are entitled to deliver the consignment into a store or warehouse. If this occurs you will be liable for any administration fees and charges for the aborted delivery. We will take all reasonable means available to us to contact you to receive alternate instructions and prevent this occurring.
- 4.3 We have an expectation and you acknowledge that there is a safe, practical and adequate place of entry as well as a safe, practical and adequate space for packing and unpacking of the consignment on your property.

## 5. SUB-CONTRACTORS

- 5.1 We may use a sub-contractor, sub-contractors or supplier to perform all or any part of the services in the agreement. However, we will still be responsible to you for the performance of the services.
- 5.2 Where these terms and conditions limit our liability, it is also applicable to our employees, sub-contractors and their employees. We are deemed to be acting as agent or trustee of these persons and thus each shall be deemed to be a party to this agreement.

## 6. STORAGE CONDITIONS AND REQUIREMENTS

- 6.1 You will provide us with a contact address (either postal or electronic) for the service of a correspondence and you will notify us of any change as soon as possible.
- 6.2 In circumstances where the storage location or rental fees are varied, we will notify you in writing of any such proposed changes. When the rental fees are to change, we will provide you with 4 weeks written notice and advise you of any new warehousing location.

- 6.3 We will prepare an inventory of your consignment that is placed in storage, we will ask you to sign that inventory and we will provide you with a copy. After 7 days of receipt of the inventory you will provide us with any objections or exceptions. Only visible items will be listed on the inventory and no carton contents will be listed unless you instruct us to do so. If you require a detailed listing of the contents of any cartons you will incur a further charge. The inventory will be conclusive evidence of items received by us.

- 6.4 Where the services provided include an international relocation, please note that for Customs purposes, a more descriptive inventory will be compiled by us indicating the type and nature of the goods and a general description of each cartons contents. This does not include cartons packed by owner. An inventory will not be conducted or provided where the relocation vehicle travels from one domicile to another without handling in transit.

- 6.5 If you wish to inspect the consignment in store, please give us written notice. You are entitled to inspect the consignment at anytime, however, a charge may be made to cover any costs, including any administrative costs.

- 6.6 If you agreed to a minimum or fixed period of storage and wish to remove your consignment, removal is conditional upon the payment of the balance of charges due. If you wish to remove your consignment from store please provide us written notice. However, a charge may be made to cover any costs, including any administrative costs.

- 6.7 Where it is required for you to remove the consignment from store we will provide you with written notice of 28 days. If you fail to do so, we are entitled (after a further 14 days) to sell all or any of the consignment by public auction or private treaty. The proceeds of the sale will be in satisfaction of the amount owing to us by you.

## 7. CHARGES, FEES AND PAYMENTS

- 7.1 If you require a variation from the original service agreement between us, we are entitled to make and/or seek reimbursement for reasonable additional charge for expenditure due to the variation.
- 7.2 Where the agreement states that the payment of our fees are to be paid by a third party, employer or organization and that party does not pay the account according to the agreed terms, you agree to pay the charges outstanding.
- 7.3 Where an account is outstanding for more than 60 days we are entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts exceeding \$100,000.00 calculated on daily rests.
- 7.4 If you are in default of our fees and charges for 26 weeks or more, all of the consignment received by us will be subject to a general lien. We are entitled, after a further 28 days written notice, to sell all or any of the consignment by public auction or private treaty. The proceeds of the sale will be in satisfaction of the amount owing to us.

## 8. LOSS OR DAMAGE

- 8.1 This agreement will be subject to Section 74 of the Trade Practices Act 1974 except where our services are required by you for the purpose of a business, trade, profession or occupation of which you are engaged.
- 8.2 We will not be liable for any delay, loss or damage, which results from anything beyond our control.
- 8.3 We will not accept liability for any loss or damage as a result of inadequate or ineffective packing or unpacking where it was not undertaken by us or a sub-contractor appointed by us.
- 8.4 You accept that there are inherent risks in the transportation of certain items, including electrical appliances, computer equipment, musical and scientific equipment, art work and similar such items. We will not be liable for any damage to such items unless the damage was a direct result of our lack of due care and skill.
- 8.5 Any claim for loss or damage upon receipt of a consignment must be provided to us in writing within 14 days.
- 8.6 An inventory of the consignment handled under the service agreement between us will be prima facie evidence of the value of the consignment at the time of loss or damage.
- 8.7 We will not be liable for any loss or damage of an electrical or mechanical nature unless the goods in question shows physical and or external signs of negligence in our handling.
- 8.8 Our liability for negligence will not exceed the cost of repair or replacement of any goods lost or damaged. We may repair or replace the item.
- 8.9 Our liability for negligence will relate to an individual item regardless of whether the item formed part of a collection or set.
- 8.10 Please note that most insurers provide an additional option to cover loss or damage to a collection or set. This is not part of the standard insurance policy.
- 8.11 Please note that some insurers will not cover removals to or from some countries. Please read the policy terms and conditions offered or contact us for further details.

## 9. DISPUTES

- 9.1 Where either party considers that a dispute or disagreement between us has arisen as a result of this agreement, written notice of the claim or issue must be provided to the other party. The agreement and the obligations under the agreement will continue regardless of any dispute.

## 10. MISCELLANEOUS

- 10.1 These terms and conditions cannot and will not be varied without the mutual consent of both parties in writing.
- 10.2 Notice may be provided personally; by prepaid post to the last known address provided by you to us, by facsimile if such a number was provided to us, or electronic e-mail if that address was provided to us.
- 10.3 If you request us to arrange insurance on your behalf please provide written notice of this request or by completing our Proposal for International and Domestic Transit Insurance prior to the commencement of service.
- 10.4 You may arrange insurance on your own behalf via another insurer of your choice for services provided under this service agreement.
- 10.5 You warrant that all goods in the consignment held under this service agreement are either owned by you, or legally in your possession or control and that you are entitled to move the goods without liens, loss, damage or claim to us. You indemnify us against any loss, damage or claim made against us arising from any lack of your authority to contract with us.





**DO NOT USE - EXAMPLE DRAFT CERTIFICATE OF MARINE INSURANCE  
HOUSEHOLD GOODS AND PERSONAL EFFECTS**

	International - Sea
	International - Air
	Domestic
	Storage

MMA Reference

This is to certify that this company has insured the undermentioned goods for the voyage(s) and value(s) stated on behalf of:



Level 27, Gateway  
1 Maquarie Place  
Sydney, NSW  
Australia, 2000  
ARBN: 086 083 605  
Ph: +61 2 8298 5800  
Fax: +61 2 8298 5888

Under Open Cover: SY-MCG-04-300079 issued in the name of Move Management Australia Pty Ltd

Pre-carriage by (Road/Rail):	Port or Place of Loading:	Certificate Number:
Vessel/Aircraft/Road/Rail information	Date of departure (vessel or aircraft)	Insured Value and Currency:
Port or Place of Discharge:	Bill of Lading / AWB / consignment note no.	Final destination (insurance to cease):

Marks an Numbers	Interest

Branch of Issue:

Claims payable in Australia by  
Liberty Mutual Insurance Company

In the event of loss or damage please contact:

**Move Management Australia Pty. Limited.**  
**Suite G13 "Macarther point"**  
**25 Solent Circuit**  
**Baulkham Hills**  
**NSW 2153, Australia**  
**Tel: +61 2 9659 5500**  
**Fax: +61 2 9659 5099**

**Terms and Conditions as per the open/annual policy. Conditions (as applicable to sea, land or air voyages):**

**Professionally packed household goods, personal effects and new motor vehicles:**  
 Insured as per the Institute Cargo Clauses (A) or (Air) (excluding sendings by post), Institute Strikes Clauses (Cargo) or (Air cargo) (excluding sendings by post), Institute War Clauses (Cargo) or (Air cargo) (excluding sendings by post), as applicable and in so far as they apply. Subject to the completion of a valued inventory prior to the attachment of the risk

**Owner packed household goods and personal effects:**  
 Total loss of an entire carton, trunk, suitcase, package or similar container reasonably attributable to risk covered by the institute cargo clauses (B), which are extended to included theft pilferage and non delivery. Institute Strikes Clauses (Cargo) or (Air cargo) (excluding sendings by post), Institute War Clauses (Cargo) or (Air cargo) (excluding sendings by post), as applicable and in so far as they apply. Theft Pilferage and non delivery type claims are subject to an excess as specified in the policy document. Subject to the completion of a valued inventory prior to the attachment of the risk

**General conditions:**  
 Insurers liability in respect of glass, china and/or similar fragile articles shall be limited to 25% of the total insured value declared hereunder, unless extended by agreement with the insurer prior to attachment of cover. Subject to an excess for each and every claim as specified in the policy document.

Institute Classification Clause, Institute Radioactive Contamination Clause, Institute Replacement Clause, Insolvency Exclusion Clause. The incorporated Institute Clauses are those current at the time of commencement of the risk. Insured losses shall be payable to the order of the Assured on surrender of this certificate.

**IMPORTANT: LIABILITY OF CARRIERS, BAILEES OR THIRD PARTIES - SEE POLICY TERMS AND CONDITIONS**

Countersigned:

Signed for an on behalf of Liberty Mutual Insurance Company

Date:

# POLICY TERMS AND CONDITIONS

As soon as the Assured becomes aware of an event which is "held covered" under this insurance, the Assured must give prompt notice to the Insurer. The Assured's right to such cover is dependent upon strict compliance with this obligation.

## REPLACEMENT CLAUSE - SECOND-HAND MACHINERY

In the event of a claim for loss or damage to any part of the insured interest which consists of second-hand machinery consequence of an insured peril, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding and refitting the new part or parts if incurred.

In no case shall the liability of the Insurer exceed the insured value of the complete machine.

## INSOLVENCY EXCLUSION

It is hereby agreed that the exclusion: "loss, damage or expense arising from insolvency or financial default of the owners, managers, characters or operators of the vessel" is amended to read as follows:

In no case shall this insurance cover loss, damage or expense arising from insolvency or financial default of the owner, managers, charterers or operators of the vessel where the Assured is unable to show that, prior to the loading of the subject matter insured on board the vessel, all reasonable, practicable and prudent measures were taken by the Assured, its servants agents, to establish the financial reliability of the party in default.

## INSTRUCTIONS IN CASE OF DAMAGE

These instructions must be complied with in the event of loss or damage.

In the event of loss or damage which may result in a claim under this insurance, the Assured must immediately notify the Insurer's Average Agents at the place where the damage is discovered and arrange for the examination of the goods and issue of a survey report.

The survey fee shall be paid by the claimant and included in any valid claim against the Insurer.

## LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and its agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or its agents are required:

1. To lodge a claim in writing immediately on the Carriers, Port Authorities or other Bailees for any missing or damaged packages.
2. To apply immediately for a survey by the Carriers', or other Bailees' representatives if any loss or damage is apparent and to lodge a claim in writing on the Carriers or the other Bailees for any loss or damage found at such survey.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by the Assured's responsible officer and if the container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping document, to write this on the delivery receipt and retain all defective or irregular seals for subsequent identification.
4. In no circumstances, except under written protest to give clean receipts where goods are in doubtful condition.
5. To give notice in writing of any loss or damage to the Carriers or other Bailees within 14 days of delivery if the loss or damage was not apparent and notified in writing at the time of taking delivery.

NOTE: The Consignee or its agents are recommended to make themselves familiar with the regulations of the Port Authorities at the port of discharge.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or its agents are to submit all available supporting documents without delay, including when applicable.

1. Original policy or certificate of insurance.
2. Original or copy commercial invoices, certificates of origin, phytosanitary certificates, other export documentation, shipping order and specifications, weight notes and packing lists.
3. Original bill of lading, waybill or other contract or carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing accounts and weight notes at final destination.
6. Correspondence exchanged with Carriers and other parties regarding notification of the loss or damage and their liability for any claim for the loss or damage.



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