



Storage Insurance

Policy Document and Product Disclosure Statement

Domestic Goods Storage Insurance for
Cartage and Removals Transport Storage (CARTS)



**This insurance has
been issued through an
insurance intermediary**

This Product Disclosure Statement (PDS) is issued by Acerta. This PDS was prepared on 1st February 2015 and the information it contains was current at that date. If the information changes adversely we will issue a Supplementary Product Disclosure Statement (SPDS) or a replacement PDS. Effective date: 10/2015

Your policy has been issued through Arrowsmith & Petruccelli Insurance Brokers P/L AFS Licence No 246584, who is acting under a binder arrangement with us, they are acting as our agent and not as your agent.

Where this policy has been arranged through an intermediary, a commission is payable by us to them for arranging the insurance.

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Introduction

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act which contains information designed to help you decide whether to buy the insurance.

To determine if this insurance is appropriate for you, it is important that you carefully read the entire document.

About Guild and Acerta

This policy is underwritten by Guild Insurance Limited, ABN 55 004 538 863 and AFS License number 233791. Guild Insurance Limited (hereafter referred to as “we”, “us” or “our”) is a wholly owned subsidiary of the Pharmacy Guild of Australia.

Acerta is the name of the intermediary division of Guild Insurance Limited. Acerta partners with insurance intermediaries to offer quality products and service through an experienced team committed to providing prompt personalised service that delivers certainty to our customers.

Our Maximum Liability

Our liability shall not exceed the sum insured shown against each item in the schedule.

What we cover

We cover you for loss or damage to domestic goods at the storage venue occurring during the period of cover caused by any of the following defined events:

1. fire, lightning or explosion.
2. bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems used to hold or carry liquid.
3. earthquake, volcanic eruption, subterranean fire or tsunami. We will not pay for the first \$20,000 or 1% of the sum insured applicable to the domestic goods (whichever is the lower amount) of each claim caused by earthquake, volcanic eruption, subterranean fire or tsunami. You only have to pay one excess if further damage occurs within 72 hours of this event.
4. impact by:
 - a. vehicles or their loads;
 - b. an animal;
 - c. trees or branches of trees. This cover includes the reasonable costs associated with the removal and disposal of the tree or branches, which caused the damage;
 - d. communication masts, towers, antennae or satellite dishes;
 - e. aircraft or watercraft;
 - f. meteorites or debris from an aircraft, rocket or satellite;
 - g. a falling building or other structure or part thereof.
5. malicious damage, including damage by burglars or thieves, but not damage caused by you or anyone who permanently or temporarily lives with you.
6. riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances including resultant acts of any lawfully constituted authority.
7. storm, tempest, rainwater, snow, sleet, wind, hail but not:
 - a. by water from or action of the sea, tidal wave, storm surge, high water or flood;
 - b. to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof;
 - c. erosion, subsidence, landslide, collapse or any other movement of earth;

- d. caused by water entering the storage venue through an opening in the wall or roof made for the purpose of alterations, additions, renovations, or repairs.
8. escape of molten material from its intended confines on or about the storage venue.

Cover for Theft

We cover you for loss of or damage to domestic goods at the storage venue occurring during the period of cover caused by theft or attempted theft:

- a. following forcible or violent entry to the storage venue; or
- b. outside business hours by any person feloniously concealed in the storage venue if there is evidence of forcible or violent exit; or
- c. by any person who threatens or commits physical violence or uses violent intimidation upon you, or other persons, for the purpose of theft of your goods.;

Other benefits we will provide

We will also cover you for the other benefits listed below subject to the specific terms and conditions of each benefit.

1. Additional cost of temporary accommodation

“additional cost” means those rental and other related costs which you have to incur at the location of your temporary accommodation due to an event covered under your policy, which would not have been payable had your domestic goods not been damaged in the storage venue.

We will reimburse the additional costs you have to pay for temporary accommodation for:

- the period which we agree is reasonably necessary, or
- 28 days

whichever period of time is the lesser.

The maximum we will pay under this benefit is 10% of the sum insured on your domestic goods. Any payment we make under this benefit is in addition to any amount we pay up to the maximum of your domestic goods sum insured.

We will also pay up to \$500 for the cost of temporary accommodation of your pets in a commercial boarding establishment when we have agreed to pay a claim for your temporary accommodation.

2. Delayed unpacking

Where cases, cartons or packages are not opened in due course on arrival at the destination, any concealed losses or damage to domestic goods caused by events covered under your policy, but which only come to light when the cases, cartons or packages are unpacked, will still be recoverable under your policy except where:

- the loss or damage is discovered later than 45 days after collection of the domestic goods from the storage venue; or
- cases, cartons or packages bearing outward signs of loss or damage at the time of collection from the storage venue have not been inspected immediately by you.

3. Removal of debris

In the event of damage to domestic goods caused by an event covered under your policy, we will pay all costs and expenses incurred in the removal and/or disposal of the damaged domestic goods, up to a total amount of \$10,000 for any one event.

Any payment we make under this benefit is in addition to any amount we pay up to the maximum of your domestic goods sum insured.

What we do not cover

Your policy does not cover any loss or damage caused directly or indirectly by or arising from:

- a. Deliberate, intentional, malicious or criminal act a deliberate, intentional, malicious or criminal act by:
 - you, or

any person who is acting with your express or implied consent;

b. Lawful seizure

lawful confiscation, destruction, detention, nationalisation, requisition or seizure;

c. Nuclear

ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material;

d. War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising;

e. Wear and tear

depreciation, fading, gradual deterioration, or wear and tear;

f. Inherent defects

defects, faulty design, structural defects or poor workmanship;

g. Delay

delay howsoever caused (except for the Additional cost of temporary accommodation benefit);

h. Pests

birds, insects, mice, rats or other vermin;

i. Rust etc

rust, corrosion, oxidation, mildew, mould, rotting, disease, contamination, pollution or industrial fallout;

j. Inherent vice

inherent vice, change in colour, flavour or texture, loss of weight or volume;

k. Variation in temperature

variation in temperature, humidity or controlled atmosphere.

m. Unexplained Losses

missing goods or items not attributable to "theft".

Understanding your policy and its important terms and conditions

To properly understand the significant features, benefits, conditions and exclusions of this insurance you need to carefully read:

- each of the defined events detailed in the Cover section (remember certain words have special meanings – see "Words with special meanings" section);
- "When we will not pay a claim under your policy" section (this sets out exclusions which restrict the cover and benefits);
- "How we will settle your claim", "Making a claim" and "What happens after you make a claim" sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- "Other Information" section (this contains information on your duty of disclosure, privacy and our dispute resolution system).

The Table of Contents section sets out where each of the above are located.

When you apply for the insurance by completing our application requirements we agree with you on aspects such as the cover; the premium; the storage period; the domestic goods you want to cover; the sum(s) insured; the excess that will apply and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

Your premium is calculated based on a number of factors such as:

- Your risk profile and the ratings we apply to your risk profile (e.g. the type of property being insured, the cover and limits required, and your insurance history etc). In some cases, discounts may apply if you meet certain criteria we set.
- Our obligation to pay relevant Government taxes, charges, duties and levies. For example we include an amount that covers stamp duty and GST payable in relation to your policy. We may also include an amount estimated to cover our obligation to pay any applicable Government Fire Services Levy in relation to your policy. These amounts are specified separately in the schedule we issue.

We tell you the total amount payable when you apply and when and how it can be paid. This is confirmed in the schedule we issue to you.

The policy sets out the cover we provide to you. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss.

You should also read the GST Notice in “What happens after you make a claim” section to understand how GST is applied to a claim.

Excess

An Excess may apply to Your claim under this Policy. The amount of any Excess applicable to any Section or part of a Section of this Policy is stated in the Schedule or in this policybooklet.

We will deduct the amount of any Excess from the amount We pay in relation to any claim under this Policy. The Excess will be deducted from Your claim before the Sum Insured limit or Limit of Liability amount is applied.

Information on this Product Disclosure Statement (PDS)

Information in the PDS may need to be updated from time to time where permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided on the back cover of this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

What your policy consists of

Where we agree to enter into a policy with you, your policy consists of:

this printed Domestic Goods Storage insurance policy document (which is also a PDS) which sets out details of your cover and its limitations, and

a schedule, provided by us, which sets out who is insured, the cover(s) selected, the period of insurance, the sum(s) insured, excess and other important information. This is referred to as the schedule in the policy document.

You should carefully read and retain your insurance policy document and schedule. These documents should be read together as they jointly form the contract of insurance between you and us.

Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

Our agreement with you

We will insure you in accordance with the terms of this policy with limits of cover, sum(s) insured and excess as specified in your schedule, subject to the other terms & conditions of your policy.

This cover will be given on the basis:

- that you have paid us the premium for the cover,
- of the verbal and/or written information provided by you which you gave after having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of avoiding your insurance from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure under “Your Duty of Disclosure” section.

Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

“**collection**” means a group of individual items, pairs or sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the values of the individual items, pairs or sets.

“**domestic goods**” means property which belongs to you (or for which you are legally responsible) including all of your household goods and personal effects.

However, it excludes:

- a. money, cheques or other negotiable instruments
- b. animals, birds, fish, insects, reptiles or spiders
- c. trees, shrubs and plants
- d. motor vehicles (including motor or trail bikes) whether they are capable of being registered or not
- e. caravans or trailers
- f. boats and other watercraft
- g. stock and tools of trade belonging to your business unless the particular excluded item(s) is (are) specified on the schedule as covered by way of endorsement.
- h. jewellery, bullion, coins and banknotes.

“**excess**” means the amount you must pay towards the claim. We do not cover you for this amount and we reduce our total payment for any claim by this amount. The amount of the excess, if it applies, is set out in your schedule. You are only required to pay one excess in respect of all claims arising out of the same event;

“**flood**” means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);

- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal; or
- g. a dam.

“**GST**” means A New Tax System (Goods and Services Tax) Act 1999.

“**period of cover**” means the time between the commencement and the expiry date of your policy as shown on your current schedule or your most recent written renewal confirmation.

“**policy**” means your contract of insurance with us which is made up of:

- this PDS and any supplementary or replacement PDS
- this policy wording
- the schedule
- any endorsement issued by us, and
- your application.

“**premium**” means the amount you pay us for your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

“**minimum premium**” means the minimum amount we will charge to cover your goods for any period of time.

“**schedule**” means the most recent schedule we give you which contains the specific details of your insurance cover.

“**set**” means a group of similar or related items that belong together.

“**storage venue**” means the storage location address as specified in your schedule where your domestic goods will remain stored during the period of cover.

“**sum insured**” means the maximum amount we will pay as stated in your current schedule.

“**we**”, “**our**” or “**us**” means Guild Insurance Limited ABN 55004 538863 and AFS Licence No. 233791

“**you**” or “**your**” means the person(s) named in the current schedule as the insured and any relative by blood, marriage or adoption or someone with de-facto partner status, who lives permanently with you.

Making a claim

We may not pay your claim if you do not act as follows:

1. Prevent further damage

You must take all reasonable precautions to prevent any further loss or damage to domestic goods.

2. Contact the police

You must inform the police immediately of any malicious damage, theft or attempted theft of domestic goods.

3. Keep evidence of the loss or damage

You must keep evidence of any loss or damage to domestic goods. You may not authorise any repairs or replacement unless you are preventing further loss or damage from occurring.

4. Contact us as soon as possible

You must give us immediate notice of the full details of any loss or damage. You or your representative must give us full details in the manner we request which will be either:

- in writing by completing our claim form which will be supplied to you when you contact us; or
- verbally.

You must also:

- provide us with any original receipts, proof of ownership or quotes we require to settle your claim,
- inform us if your property is insured under any other policy.

How we will settle your claim

1. Subject to the following, at our option we will either:
 - h. repair or replace your domestic goods to the same condition as when they were new; or
 - i. pay you the reasonable cost of repairing or replacing your domestic goods to the same condition as when they were new. We will adjust your claims payment in accordance with the GST provision – see “GST” in “What happens after you make a claim” section.
 - j. Where we are unable to repair or replace the goods to the condition as when they were new then the actual value of the goods given their age and condition.
2. If your claim relates to any of the items listed below, we will deduct an amount from any claim settlement for depreciation, wear and tear based on age and condition:
 - a. clothing;
 - b. household linen, manchester and other household items consisting solely of fabric;
 - c. analogue mobile telephones; and
 - d. computer equipment more than 3 years old from the date of manufacture.

3. If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.
4. In the event of loss or damage to any article of furniture, or article of antique nature insured under your policy, settlement is limited to the reasonable cost of repair and no claim will attach to your policy for any loss in value consequent upon the loss or damage.

What happens after you make a claim

1. Assist us with your claim

You must assist us with your claim. This means you give us all the information and assistance with your claim which we may reasonably require. If you do not do so we may not pay your claim or provide cover.

If we have the right to recover any amount payable under your policy from any other person, you must co-operate with us in any action we may wish to take.

2. Our rights of recovery

We have the right to recover from any person the amount of any claim payable to you under your policy and we will have full discretion in the conduct, settlement or defence of any claim in your name.

3. GST

GST – Goods and Services Tax

This Policy has a GST provision in relation to Premiums and to payments We may make in respect of claims under this Policy. It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You.

GST and Your Sums Insured

If You are registered for GST the Sum Insured that You choose should exclude Goods and Services Tax (GST).

GST and Claim Payments to You

In the event of a claim under this Policy:

- if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- GST and claim payments for acquisition of goods and services and other supply;
- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment.

You should read the claims conditions contained in this policybooklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

Other information

Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, 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.

What don't you need to tell us?

You do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

Who must tell us?

Everyone who is an insured under your policy must answer the questions in this way.

What happens if you or they do not comply with this duty?

If you or they do not comply, we may cancel your policy or reduce the amount we pay if a claim is made. If fraud is involved, we may treat your policy as if it never existed, and pay nothing.

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;
- the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at www.acerta.com.au/privacy-principles. Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

Should you wish to obtain more information about our privacy policies, please contact us and ask for a copy of our Privacy Brochure.

From time to time we may advise or offer you information on other CARTS products or services that may be relevant and of interest to you. If you do not wish to receive these offers or information please call us on **1300 880 253**.

Complaints and Disputes Resolution

We work hard at building strong relationships with Our clients. However, complaints and disputes may still arise and when that happens Our objective is to resolve any disagreement as amicably and quickly as possible.

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our clients. This service is free of charge to You. Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

Complaints

If You would like to make a complaint, please call Us during office hours and speak to one of Our staff who will assist You.

Disputes

If Your complaint cannot be resolved You can request that the matter be referred to Our Dispute Resolution Manager who will treat Your complaint as a dispute and endeavour to resolve it through Our internal dispute resolution process.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will provide You with information regarding a free external and independent dispute resolution service or other external dispute resolution options (if any) that may be available to You. Alternatively You may seek independent legal advice at Your own expense.

General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice. The objectives of this Code are to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You would like further information about the Code of Practice.

Alternatively, You can view the Code of Practice at www.codeofpractice.com.au

Waiver of Rights and Subrogation

Waiver of Rights

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us. Where We do waive Our rights to subrogation that waiver will be stated in any relevant Section of this Policy. You should refer to the Policy wording for those Sections where such a waiver applies.

Subrogation – Preventing Our Right to 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 under this Policy We may not Cover You under this Policy for that Loss, Damage or liability.

Cooling Off Period

If the policy does not meet your needs then you may cancel it within 21 days of the commencement of cover by notifying us in writing. You will receive a refund of the premium you have paid (less any non refundable duties) unless you have made or are entitled to make a claim under the policy. You still have cancellation rights after this cooling off period ends which are set out in the General Conditions section of this Policy.

Cancellation

By You

You may cancel this Policy at any time by giving Us written notice.

By Us

We may cancel this Policy in accordance with the Insurance Contracts Act 1984.

We will retain from the premium You have paid to Us, an amount that represents the period You were insured by Us and refund the balance. This amount will be calculated from the date of cancellation. If You pay Your premium by instalments, You must pay Us any unpaid instalments that are due.

Phone for assistance

If you need to clarify any of the information contained in this policy wording or you have any other queries regarding your insurance please call CARTS Storage on **1300 880 253**
www.storageinsuranceaustralia.com.au



We're here to help

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Who is the insurer?

This policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence Number 233791 trading as Acerta.