



Marine, Cargo & Transit

Goods in Transit 'Floor to Floor' Accidental Damage Policy

Marine Insurance Policy Wording

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360 Marine, Cargo & Transit Pty Ltd **ABN** 98 666 683 763 is an Authorised Representative (**AR** 1302961) of
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह वक्तर ददया गया है दक बीमा पॉलिसी में क् कवरण (बीमे द्वारा सुरकषति) है और क् कवरण (बीमे द्वारा कवरण) नहीं है तथा इसमें आपके और हमारे दाययत्व्व के बारे में भी बताया गया है। यह जांच करने के लिए दक क् प्वलिसी आपकी आवश्यकताओं क्व पूरा करती है, आपक्व इसे समझने की आवश्यकता है। यदद आप अंगेजी पढ़ और समझ नहीं सकते/सकती हैं त्व कृपया दकसी ऐसे व्पक्त् से सहायता ि ज्व आपक्व इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता ह्व।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵੱਚ ਇਹ ਵੇਰਵਾ ਵਦਤਾ ਵਆ ਹੈ ਵਕ ਬੀਮਾ ਪਾਵਸੀ ਤਵਹਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਹੈ ਅਤੇ ਵਕ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਨਹੀ ਹੈ ਅਤੇ ਇਸ ਵੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ੋਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਵਦਸਆ ਵਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਇੰ ਵਕ ਕੀ ਪਾਵਸੀ ਤੁਹਾਡੀਆਂ ਤਿੰ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਤਿੰ ਹੈ। ਜੇ ਤੁਸੀ ਅੰਰਿਜੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਵਕਰਪਾ ਕਰਕੇ ਵਕਮੇ ਅਵਜਹੇ ਵਵਅਕਤੀ ਤੋਂ ਮਦਦ ਵਿ ਜੇ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵੱਚ ਮਦਦ ਦੇ ਸਕੇ

Marine Insurance Policy Wording

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Marine, Cargo & Transit

About this Booklet

There are two parts to this booklet. The first part is important information about this policy including information about how we'll protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

The second part is **your** Policy Wording which sets out the detailed terms, conditions and exclusions of the policy.

Because we don't know **your** own personal circumstances, **you** should treat any advice in this booklet as purely general in nature. It doesn't consider **your** objectives, financial situation or needs. **You** should carefully consider the information provided with regard to **your** personal circumstances to decide if it's right for **you**.

For more information

Please take the time to read through this booklet and if **you** have any questions, need more information or to confirm a transaction, please contact **your** financial services provider.

Insurers

The policy is issued by QBE Insurance (Australia) Limited, **ABN 78 003 191 035, AFS Licence No. 239545.**

About QBE

QBE Insurance (Australia) Limited **ABN 78 003 191 035 AFSL 239545** (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited **ABN 28 008 485 014** is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). **We** have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that **we** operate in. Through Premiums4Good, **we** invest a portion of customer **premiums** into investments that have additional social or environmental features. So, when **you** choose **us** as **your** insurer, **your** premium automatically does some good.

About 360

360 Marine, Cargo & Transit Pty Ltd (360 Marine) (**ABN 98 666 683 763**) is an Authorised Representative (**AR 1302961**) of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270, AFSL 319181**. 360 Marine is the underwriting agency acting on behalf of QBE in relation to this policy.

In issuing this policy, 360 Underwriting and its Authorised Representative 360 Marine will be acting under an authority given to it by the insurers. This means that when issuing this policy, 360 Underwriting and its Authorised Representative 360 Marine will be acting as an agent for the insurers, not for **you**.

360 Marine contact details are:

Suite 1, Level 18,
201 Kent Street
Sydney, NSW 2000
Telephone. 1800 411 580

You should contact 360 Marine in the first instance in relation to this insurance.



Marine, Cargo & Transit

Important Information

Duty of Disclosure

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

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary or reinstate an insurance contract. **You** do not need to tell **us** anything that:

- + reduces the risk **we** insure **you** for; or
- + is common knowledge; or
- + **we** know or should know as an insurer; or
- + **we** waive **your** duty to tell **us** about.

If you do not tell us something

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

If **you** fail to comply with **your** duty of disclosure, **we** may avoid the policy from its beginning.

Where the *Insurance Contracts Act 1984 (Cth)* applies:

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** policy 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.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. **You** can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and **we** take it seriously. For more information about support, **our** Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

Both QBE and 360 are committed to the safe and careful use of **your** personal information in the manner required by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles and the terms of the policy.

360

360 will collect personal information when **you** deal with 360, 360 agents, other companies in the 360 group, QBE group or suppliers acting on behalf of 360. 360 use **your** personal information so 360 can do business with **you**, which includes issuing and administering 360 products and services and processing claims.

Sometimes 360 might send **your** personal information overseas.

The locations 360 send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

A copy of the 360 Privacy Policy is located on the 360 website at www.360uw.com.au

QBE

We take the security of **your** personal information seriously.

We will collect personal information directly from **you** when **you** deal with **us**, or sometimes through **our** agents, other companies in the QBE group or suppliers acting on **our** behalf. **We** will only ever collect the personal information **we** need in order to provide **our** services to **you**, such as issuing and administering **our** products and services and processing claims. **We** will obtain consent before collecting sensitive information, such as health information, unless **we** are required or permitted by law to collect it without consent. Sometimes **we** may store and disclose **your** personal information overseas. When **we** do this, **we** ensure **your** information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom **we** collect personal information, as well as where **we** store it and the ways **we** could use it. **You** can find it at qbe.com/au/about/governance/privacy-policy

If **you** would like to access or correct **your** personal information please contact **us** at customercare@qbe.com or on 1300 650 503.



Marine, Cargo & Transit

Complaints

We're here to help. If **you're** unhappy with any of **our** products or services, or the service or conduct of any of **our** suppliers, please let **us** know and we'll do **our** best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after **your** policy, direct debit, or claim. **You'll** find their contact details on **your** policy documents, letters, or emails from **us**. Please provide **our** team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer relations

If **your** complaint isn't resolved by the team looking after **your** policy, direct debit, or claim, **you** can ask them to refer **your** complaint on to **our** Customer Relations team. A Dispute Resolution Specialist will review **your** complaint independently and provide **you** with **our** final decision.

You can also contact the Customer Relations team directly:

Telephone. 1300 650 503
Fax. (02) 8227 8594
Email. complaints@qbe.com
Post. GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If **we're** unable to resolve **your** complaint to **your** satisfaction within a reasonable time, or **you're** not happy with **our** final decision, **you** can refer **your** complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). **We** are a member of AFCA and their decisions are binding on **us**.

Telephone. 1800 931 678
Email. info@afca.org.au
Post. GPO Box 3, Melbourne VIC 3001

AFCA will inform **you** if **your** complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how **we** deal with complaints on **our** website at qbe.com/au or **you** can call **us** on 133 723 to speak with **us** or request a copy of **our** complaints brochure at no charge by **us**.

Complaints just about privacy

If **you're** not happy with how **we've** handled **your** personal information, call **us** on 1300 650 503 or email **us** at customercare@qbe.com. If **you're** not satisfied with **our** response, **you** can contact the Office of the Australian Information Commissioner (OAIC):

Telephone. 1300 363 992
Email. enquiries@oaic.gov.au
Post. GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. **You** may be entitled to access the FCS if **you** meet the eligibility criteria.

For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Telephone. 1300 558 849
Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online. www.fcs.gov.au

Contacting 360 Marine

How to contact 360 Marine

Telephone. 1800 411 580
(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays)
Post. Suite 1, Level 18, 201 Kent St, Sydney NSW 2000

Email.

- + privacy@360uw.com.au, to contact us about privacy or your personal information;
- + executive@360uw.com.au, to give feedback or pay a compliment.

Section 1: Definitions

The words and terms used throughout this policy have special meanings set out below. These words are in **bold**.

Accident, accidental means:

Any occurrence or event which arises during the transit which results in loss or damage to the **goods** which is unintended and could not have been expected by a reasonable person who has actual knowledge of the **goods** or means of transportation.

Exhibition, demonstration, display means:

A public showing of the **goods** at premises not normally occupied by **you**, for the purpose of generating a sale.

General average means:

Means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property on board a sea going vessel at risk at a time of peril in a common maritime adventure.

Goods means:

The interest insured as specified in the policy schedule.

Period of insurance means:

The period for which the cover under **your** policy is in force.

You will find this period of insurance in the policy schedule.

Removal of debris/clean-up costs means:

We will pay the reasonable costs of removal and disposal of damaged **goods** or dead livestock, including the cost of cleaning the **accident** site, but excluding any expense or liability incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant beyond the road surface at the **accident** site.

Tools of trade means:

Tools (excluding mobile phones, pagers, laptops/notebooks/hand held or other personal computers, personal property, cash and credit cards) to enable **you** or **your** employee to carry out **your** normal business occupation.

Travellers' samples means:

A portion, piece or segment of **your goods** carried by **your** employee or authorised custodian for the purpose of **demonstration** to prospective customers.

We, our, us means:

QBE Insurance (Australia) Limited **ABN 78 003 191 035**.

You, your means:

Any of the person or persons/company named as the insured in the policy schedule.

Section 2: The Insurance Contract

We agree to provide insurance as described in this policy subject to the terms, limitations, exclusions and conditions contained in or endorsed on or otherwise expressed in the policy.

This insurance is in consideration of **you**:

- + having paid or agreed to pay the premium to **us**;
- + providing to **us** a written application.

The Policy Wording, policy schedule (which expression includes any policy schedule substituted for the original policy schedule) and endorsements (if any) are to be read together.

We will indemnify **you** for loss of or damage to the **goods** caused by the insured events specified in this Policy Wording, subject to:

- + the exclusions and general conditions listed in *Sections 7 and 8*;
- + the insured event occurring during the normal course of transit (*Section 3*), and within the geographical limits specified in the policy schedule; and
- + the insured event occurring during the **period of insurance**.

This insurance is subject to Australian Federal Law and Practice.

Section 3: The Transit

Goods Other Than Livestock and Motor Vehicles

During the **period of insurance**:

- + cover commences from the time the **goods** are picked up inside the warehouse/premises or place of storage for loading on to the conveying vehicle;
- + cover terminates when the **goods** are placed and/or positioned inside the receiver's or other designated warehouse or premises.

Livestock

During the **period of insurance**:

- + cover commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- + cover terminates when the livestock exit the loading ramp adjacent to the conveying vehicle at the receiver's or other designated warehouse or premises.

Motor Vehicles

During the **period of insurance**:

- + cover commences when the motor vehicle's wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- + cover ceases when the motor vehicle is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

The Cover Granted Under This Transit Clause is Subject to:

- + the conveying vehicle departing for its destination within 72 hours of the commencement of loading – if this period is exceeded cover ceases after 72 hours and recommences when the conveying vehicle actually departs for its destination,
- + the placement or positioning of the **goods** within the warehouse or premises must be:
 - directly associated with the transit; and
 - completed within 72 hours of the conveying vehicle's arrival.

We don't cover goods during dismantling, re-assembly or testing.

Section 4: Accidental Damage Cover

This policy provides the following cover:

Goods – Non-refrigerated

This policy covers the **accidental** loss of or damage to the **goods** during transit, subject to the exclusions and general conditions listed in [Sections 7](#) and [8](#).

Refrigerated Goods

This policy covers **accidental** loss of or damage to the **goods** during transit, subject to the exclusions and general conditions listed in [Sections 7](#) and [8](#) but excluding loss or damage resulting from any variation in temperature unless the variation in temperature is directly caused by:

- + fire, explosion, lightning, hail, flood;
- + collision, jack-knifing, overturning or derailment of the conveying vehicle;
- + crashing or forced landing of the conveying aircraft;
- + stranding, grounding, burning or contact with the vessel with any object other than water; or
- + **accidental** failure, breakdown, stoppage, malfunction or mismanagement of refrigerating machinery resulting in that machinery's failure to perform its normal refrigeration cycle for more than the number of hours specified in the policy schedule.

Livestock

This policy covers the death and/or mortality of livestock caused by an **accident** during transit, subject to the exclusions and general conditions listed in [Sections 7](#) and [8](#) and provided that:

- + livestock are in a good state of health prior to loading; and
- + are fit for travel.

Cover is extended to include humane killing of livestock which is necessary following an **accident** during transit.

Additional Cover

(Subject to the exclusions and general conditions listed in [Sections 7](#) and [8](#)).

a. Packers

The **goods** are covered from the time of leaving the supplier's warehouse enroute to the packer's warehouse and while there for a period not exceeding one month prior to shipment, but excluding any loss or damage caused by delay.

b. Strikes, riots and malicious damage

This policy covers **accidental** loss of or damage to the **goods** caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions or damage caused by persons acting maliciously.

Section 5: Optional Extensions

Subject to the exclusions and general conditions listed in *Sections 7 and 8*, and included only when specified in the policy schedule:

Exhibition/Demonstration/Display

This policy is extended to cover loss of or damage to the **goods** while at any **exhibition** or premises for **demonstration** or **display** within Australia caused by an insured event (e.g. the events stated in *Section 4*) for a period not exceeding 14 days. However, if the **goods** comprise plant, machinery or have moving parts, this policy does not cover loss or damage while the **goods** are in use for the purposes of **demonstration** or otherwise.

Subject to a limit of \$50,000 any one loss or series of losses caused by the one insured event, unless otherwise specified in the policy schedule and provided these costs are not recoverable under any other insurance the owner of the **goods** or organiser of the **exhibition** has taken out.

Tools of Trade/Travellers' Samples – Restricted Cover

This policy is extended to cover loss of or damage to **tools of trade** and **travellers' samples** whilst contained in the conveying vehicle or while temporarily removed from the conveying vehicle and kept in any securely locked hotel, motel or private dwelling for a period not exceeding 24 hours caused by:

- + fire, explosion, earthquake, volcanic eruption, lightning, hail, flood;
- + collision of the conveying vehicle except with the curb or uneven road surface;
- + jack-knifing, overturning and/or derailment of the conveying vehicle;
- + impact of any object which is not on or part of the vehicle with the **tools of trade** and **travellers' samples**, excluding impact of the road surface and allied areas with the **tools of trade** and **travellers' samples** unless caused by an insured event specified above; or
- + theft following visible evidence of forcible and violent entry into a securely locked vehicle or fixed carrying compartment (e.g. toolbox or enclosed tool trailer) hotel, motel or private dwelling:
 - during **your** customary business hours; or
 - whilst garaged or parked within the boundary of the insured's private dwelling or dwelling of an authorised custodian;

and provided that:

- + all doors, windows and openings of the vehicle including fixed carrying compartment (e.g. toolbox or enclosed tool trailer) are securely locked when the vehicle is left unattended;
- + the vehicle and fixed carrying compartment (e.g. toolbox or enclosed tool trailer) must be of a fully enclosed design, capable of being securely locked at all times;
- + the vehicle is not parked on a public thoroughfare or in a public parking area or private parking area when not being used in connection with the insured's business operation; and
- + alarms on any alarmed vehicle must be in working order and activated when the vehicle is left unattended.

Subject to a limit of \$500 per item to a maximum of \$10,000 in total for any one loss or series of losses caused by the one insured event, unless otherwise specified in the policy schedule.

Travellers' Samples

This policy is extended to cover loss of or damage to **travellers' samples** while temporarily removed from the conveying vehicle and kept in any hotel or private dwelling, caused by an insured event and provided that:

- + the **travellers' samples** remain in the custody or control of **you** or **your** employees; or
- + the **travellers' samples** are stored within a securely locked building.

Subject to a limit of \$10,000 any one loss or series of losses caused by the one insured event, unless otherwise specified in the policy schedule.

Section 6: Additional Benefits

The sub-limits specified in this section are in addition to the limit of liability stated in **your** policy schedule.

(Subject to the exclusions and general conditions listed in [Sections 7 and 8](#))

Acquired Companies

This policy extends to include any company, subsidiary company or firm formed or purchased by **you** during the **period of insurance** provided that:

- + **you** hold a controlling interest or have agreed to accept responsibility for insurance;
- + **you** advise **us** of the existence of the company or firm not later than 60 days from the date of signing the purchase contract or date of formation;
- + **you** declare to **us** the estimated turnover, type of **goods** to be insured and past claims history; and
- + **you** agree to any additional conditions and premium **we** require.

Agistment Expenses (Livestock Only)

This policy is extended to cover all reasonable costs and expenses necessarily incurred in maintaining the livestock at agistment when caused by an insured event.

Subject to a limit of \$2,000 per animal and \$50,000 in the aggregate for any one loss or series of losses caused by the one insured event, unless otherwise specified in the policy schedule.

Delayed Unpacking

We will cover loss or damage covered by this policy that is not immediately apparent at the time of arrival providing:

- + the damage is discovered within 90 days of arrival; and
- + any packages bearing outward signs of loss or damage including wetting and/or staining at the time of arrival are opened and inspected immediately.

General Average and Salvage

If **your goods** are being transported by sea between Australian ports and a **general average** is declared, this policy extends to cover the full costs of the **general average** and/or salvage contribution even if the limit of liability is less than the contributory value.

Loss of Information/Data/Media

This policy is extended to include all claims for loss of information/data/media where there is external visible evidence of damage from an insured event.

The amount **we** pay will be the reasonable cost of rewriting the information or data, subject to a limit of \$50,000 any one loss or series of losses arising from the one insured event, unless otherwise specified in the policy schedule.

Mustering Costs (Livestock Only)

This policy is extended to cover all reasonable costs and expenses necessarily incurred for mustering of the livestock at the scene of the **accident** when caused by an insured event.

Subject to a limit of \$2,000 per animal to a maximum of \$50,000 in total for any one loss or series of losses arising from one insured event, unless otherwise specified in the policy schedule.

Over-carrying

Should the **goods** be over-carried to a different destination, this policy covers the **goods** until returned to the original destination.

Packaging

This policy is extended to cover **accidental** loss of or damage to packaging and shipping containers while carried in transit caused by an insured event.

Subject to a limit of \$100,000 any one loss or series of losses arising from the one insured event, unless otherwise specified in the policy schedule and provided the costs are not recoverable under any other insurance.

'Packaging' means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to **you** or for which **you** are responsible.

Removal of Debris/Clean-up Costs

This policy is extended to cover all reasonable costs and expenses incurred in removing and disposing of damaged **goods** and cleaning up of the **accident** site following an insured event.

Subject to a limit of \$100,000 for any one loss or series of losses caused by the one event and provided the costs are not recoverable under any other policy of insurance.

Re-securing

This policy is extended to cover all reasonable costs and expenses incurred in re-securing the **goods** where there has been movement of the **goods** in transit, which makes re-securing necessary, even though there may be no claim resulting from the incident, provided these circumstances were outside **your** control and **you** could not be reasonably be expected to have knowledge of them in the normal course of **your** business.

Subject to a limit of \$10,000 any one incident, unless otherwise specified in the policy schedule.

Shut-out

In the event of the **goods** being 'shut-out' from the conveyance at an intermediate place during the course of transit, this insurance covers the **goods** whilst waiting for an alternative conveyance provided the **goods** are stored in a secure area, but excluding any loss or damage caused by delay.

Transfer/On-forwarding

Where, due to an event covered by this policy, the transit is terminated short of the intended destination this policy covers all reasonable costs incurred in transferring, storing and forwarding the **goods** to the original destination in Australia. This extension does not include costs incurred due to **your** insolvency or financial default.

Wandering Off (Livestock Only)

This policy covers loss of livestock due to 'wandering off' from the scene of the **accident** caused by an insured event.

Subject to a limit of \$50,000 any one loss or series of losses arising from one insured event, unless otherwise specified in the policy schedule.

Section 7: General Exclusions (Applicable To All Sections)

This policy does not cover any loss or damage:

1. To property other than the **goods** specified in the policy schedule;
2. To **goods** caused by **your** wilful act or the wilful act committed by someone with **your** knowledge or connivance;
3. To **goods** caused by delay (e.g. stranding during inland flooding), rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an insured event);
4. Caused by a reduction in value of **goods** because of repairs;
5. Caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the **goods**;
6. Caused by inherent vice or nature of the **goods** (other than refrigerated **goods** due to variation in temperature as provided in [Section 4](#) above);
7. Caused by insufficiency or unsuitability of packing or preparation of the **goods** carried out by **you** unless **you** can demonstrate that there was no lack of due care on **your** part and **you** were not aware that the packaging was insufficient in nature;
8. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay;
9. Caused by the failure of **you** or **your** employees to take all reasonable precautions to ensure that refrigerated **goods** are kept in a refrigerated, or where appropriate, properly insulated and cooled space;
10. To **goods** caused by rust, oxidation and/or discolouration unless caused by an insured event;
11. To **goods** caused by electronic, electrical or mechanical failure unless there is visible external physical damage which occurred during transit caused by an insured event;
12. To **goods** caused directly or indirectly by war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority;
13. To **goods** caused directly or indirectly by ionising, radiation, radioactive material, nuclear process or from nuclear weapons material;
14. Arising from theft of **goods** when in **your** custody or control if the conveying vehicle or building and/or premises used for temporary storage during the normal course of transit are not securely locked when unattended;
15. Or expense arising from the insolvency or financial default of the carrier unless these circumstances were outside **your** control and **you** could not reasonably be expected to have knowledge of it in the normal course of **your** business;

16. From communicable diseases:

- + this policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- + as used herein, a 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

17. From Cyber – the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

- + ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- + the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- + any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- + the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

- + any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- + any chemical, biological, biochemical, or electromagnetic weapon.

In addition, the following clause shall be paramount and shall override anything else contained in this insurance.

Notwithstanding any provision to the contrary contained in this policy or the clauses referred to within this policy, it is agreed that in so far as this policy covers loss of or damage to the **goods** insured caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the **goods** insured being in the ordinary course of transit and, in any event, shall terminate either:

- a. as per the *Section 3: The Transit*; or
- b. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which **you** elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this insurance, 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- + the causing, occasioning or threatening of harm of whatever nature and by whatever means; and/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 organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

'Terrorism' shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

Antiques, Paintings and Pictures

We will not be liable for any loss, damage or expense caused by:

1. Delay, confiscation or detention by customs or other officials or authorities;
2. Wear and tear, moth, vermin, normal atmospheric or climatic conditions;
3. Inherent vice of the **goods**.

Sanctions Limitation and Exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws Impacting Cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for **us** to do so.

Section 8: General Conditions (Applicable To All Sections)

Changes to Your Circumstances

If **you** want to make a change to this policy, the change becomes effective when **we** agree to it in writing. If **you** do or omit to do something which materially changes the risk, as disclosed at the commencement or renewal of this policy or in **your** policy schedule that increases the chances of future loss, **you** must give **us** notice in writing as soon as possible.

If **you** do not give **us** notice, **we** will only cover **you** to the extent **we** would have agreed to cover **you** had **you** told **us** about the change.

Authorisation

We may give to and obtain from any other insurers, insurance reference bureaus and credit reporting agencies any information relating to **your** credit or insurance history, as well as insurance claims information obtained during the course of this contract.

Automatic Reinstatement

The indemnity granted by this policy is limited to the limit of liability shown in the policy schedule, which is reduced by any claims paid. Reinstatement shall be automatic subject to payment of the appropriate additional premium and any charges (where applicable). If **we** request an additional premium, **you** must pay it to **us**, or the cover will be reduced by the amount of the claim settlement.

Benefit of Insurance

The carrier or any other bailee cannot claim any benefit under this policy. **Your** rights under this policy are not prejudiced by any agreement exempting the carrier from liability.

Contribution and Other Insurance

When making a claim, **you** must notify **us** of any other insurance that **you're** aware will or may, whether in whole or in part, cover any loss insured under **your** policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to **you** or any other person) which covers the same loss, damage or liability **you** must provide **us** with any reasonable assistance **we** require to make a claim for contribution from any other insurer(s).

Sending You Documents

Documents relating to **your** insurance policy will be sent by post or email. Where **you** have been given the choice, they will be sent by **your** chosen delivery method and **you** can change **your** preference at any time.

It is **your** responsibility to make sure **your** contact details are current (including telephone number, email and mailing address where relevant) and **you** must update these as soon as they change.

Joint and Co-insureds

If more than one person is named as the insured in the policy schedule, **we** will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

References to Legislation

Legislation referenced in this policy includes subsequent legislation. Any term used in this policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- + an act or regulation as amended, replaced or re-enacted;
- + where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Underinsurance

We require **you** to insure for the full value or maximum potential risk. If **you** do not do so, and **you** are underinsured, **we** may pay **you** less in the event of a claim, calculated in accordance with either the wording or the *Marine Insurance Act 1909 (Cth)* where applicable, which takes into account the degree of underinsurance.

Other Interests

You must inform **us** of the interests of all third parties (e.g. financiers or lessors) to be covered by this policy. **We** protect the interest of third parties only if **you** have informed **us** and the interest(s) are noted in the policy schedule.

You must not transfer any interests in **your** policy without **our** written consent (which will not be unreasonably withheld). Any person whose interests **you've** told **us** about and **we've** noted on **your** policy schedule is bound by the terms of **your** policy in relation to any claim they make.

Turnover/Sendings and Premium Calculation

The deposit premium calculated and payable at the commencement of each **period of insurance** is based on estimated turnover/sendings figures provided by **you**. **You** must declare the actual turnover/sendings on expiry of the period of this policy or any subsequent period for which the policy is renewed within two months from the expiry of each **period of insurance**. This figure should represent the actual value of all **goods** for which **we** were at risk during the **period of insurance**.

The premium will be adjusted in accordance with the rating factors set out in the policy schedule or as otherwise agreed in writing. The difference between the premium for the actual figures at the end of the period and the deposit premium will be paid by or refunded to **you**, subject to a minimum premium of 75% of the deposit premium being retained by **us**.

If the deposit premium is \$2,000 or less, the deposit premium shall be regarded as the minimum premium for the **period of insurance** shown in the policy schedule, and no adjustment or declaration of actual figures is required.

You are required to keep accurate records and, on request, will submit audited copies to **us**. If **we** request an audited copy of the records and this is not available then **we** may appoint an auditor. **We** will pay for the cost of the audit but if it reveals that the figures declared by **you** are understated, **you** must reimburse **us** that cost.

Warranties

Any warranties specified in the policy schedule are to be regarded as conditions of the policy.

Section 9: Claims

How Much We Pay

Depending on the circumstances, the amount **we** pay will be (unless otherwise stated in the policy schedule):

- + the cost of repairing or replacing lost or damaged **goods** including freight costs; or
- + the actual value of the lost or damaged **goods** at the time of loss (e.g. unless the **goods** were new, an amount for depreciation and wear and tear will be deducted from the claim) including freight costs.

This amount will be subject to the limit of liability stated in the policy schedule.

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

Antiques, Paintings and Pictures

The amount **we** pay will be:

- + the reasonable cost of repair excluding any depreciation; or
- + the market value of the **goods** as established by an independent and qualified valuer.

Brands/Labels

In the event of loss or damage of **goods** bearing embossed or indented brands or labels or other permanent markings identifying **you** as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the **goods** may be retained by **you** to dispose of as **you** see fit provided a reasonable allowance is agreed for the value of the damaged and undamaged **goods**.

Where only the labels of the **goods** are affected by the insured event, the amount payable by **us** is limited to the reasonable cost of reconditioning and re-labelling. Subject to **our** liability not exceeding the value of the **goods**.

Claims Documentation

To enable claims to be dealt with promptly, **you** are advised to submit all available supporting documents without delay, including, where applicable:

1. Policy number or evidence of insurance;
2. Original contract of carriage, consignment note or other contract of carriage;
3. original or copy shipping invoices, shipping Specifications, weight notes, sales invoice or other document evidencing value;
4. Survey report or other documentary evidence to show the extent of the loss or damage;
5. Delivery docket and weight notes at final destination;
6. Correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Excess

The amount stated in the policy schedule as the excess will be deducted from each and every loss.

Fraudulent Claims

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- + it is any way fraudulent; or
- + any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits under this policy.

General Average

In the event of a **general average** contribution arising under this policy, contact **us** before signing any **general average** bond.

Limit of Liability

Our liability is limited to the amount stated in the policy schedule for any one loss or series of losses caused by the one insured event.

New Machinery Replacement

Where loss or damage to any part or parts of a new machine is caused by an insured event, the amount **we** pay will be:

- + the cost of replacement or repair of the part or parts; and
- + additional charges for forwarding and refitting.

Subject to **our** liability not exceeding the value of the complete machine.

Pairs and Sets

Where any item is part of a pair or set, **we** will only pay the reasonable cost of replacing or repairing that item. **We** do not pay for any special value the item may have as part of the pair, set or collection.

If **we** can't repair an item which forms part of a set or pair or it can't be replaced because:

- + **we're** unable to reasonably match it; or
- + the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment);

you can choose to either:

- + surrender the remaining item(s) to **us**, in which case **we'll** pay the replacement value of the set or pair, up to any applicable limit; or
- + keep the remaining item(s), in which case **we'll** pay the replacement value of the lost or damaged item.

Secondhand Replacement

Where loss or damage to any part of the **goods** is caused by an insured event and new parts are used, the amount **we** pay will be:

- + the proportion of the cost of replacement of parts lost or damaged as the amount insured bears to the value of an equivalent new unit; plus
- + additional charges for forwarding and refitting the new part or parts if incurred.

Subject to **our** liability not exceeding the value of the **goods**.

What You Must Do

If there is any loss or damage which may result in a claim under this policy, **you** must take the following steps:

1. Action as soon as possible
 - + take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by **us**);
 - + take all reasonable steps to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
 - + inform the police as soon as possible after a theft is discovered.
2. Notification
 - + inform **us** of the event as soon as possible;
 - + submit to **us** full written particulars as soon as possible;
 - + send to **us** all correspondence and documents relating to the event;
 - + provide, or arrange for **us** to be provided with, statements, invoices, and other items documenting the amount of the loss.
3. When other parties may be liable to **you** for the loss, damage or liability, **you** must:
 - + not agree to release those parties from liability;
 - + hold the parties liable by delivering a notice of intention to claim within three days of delivery;
 - + in no circumstances, except under written protest, give clean receipts where the **goods** are in doubtful condition.
4. When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.
5. If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys

by the carriers or other bailees to be conducted within three days of delivery.

6. Inform **us** of the circumstances and let **us** have a copy of all relevant documents.

Measures taken by **you** or **us** with the object of saving, protecting or recovering the **goods** insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Failure to comply with the above conditions concerning claims procedures and documentation may prejudice any claim under the policy.

How Claims Administration and Legal Proceedings are Undertaken

When **we** pay a claim under **your** policy, **we** have the right to exercise **your** legal rights in **your** name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When **we** do any of these things in **your** name, it will be at **our** expense, however **you'll** need to give **us** reasonable assistance. This may include following **our** directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, **you** can seek an update on the status of proceedings and **we** will consult **you** where appropriate.

When **we** pay a claim and some of the loss isn't covered by **your** policy, **we** may offer to try to recover that loss for **you** when **we** take any steps to recover the covered loss. **We** can only do so if **you** agree to give **us** documents that support **your** loss and agree with **us** on how **we'll** handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for **you**, **we** need to take additional steps that **we** wouldn't otherwise need to take. **We** will talk to **you** about these steps before **we** take them.

If **you've** received a benefit under **your** policy that **you** were not entitled to, **we** reserve the right to recover from **you** the amount **we** have paid. If **we** decline a claim for fraud, **we** reserve the right to recover **our** reasonable administration, investigation and legal costs.

How The Goods and Services Tax Affects Any Payments We Make

The amount of premium payable by **you** for this policy includes an amount on account of the GST on the premium.

When **we** pay a claim, **your** GST status will determine the amount **we** pay.

When **you** are:

- a. not registered for GST, the amount **we** pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- b. registered for GST, **we** will pay the sum insured/limit of indemnity or the other limits of insurance and where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a Damaged item insured under the policy) **we** will pay for the GST amount.

We will reduce the GST amount **we** pay for by the amount of any input tax credits to which **you** are or would be entitled if **you** made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through **your** Business Activity Statement (BAS).

You must advise **us** of **your** correct Australian Business Number & Taxable Percentage.

Any GST liability arising from **your** incorrect advice is payable by **you**.

Where the settlement of **your** claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the claim.

We will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your** claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.

Taxable Percentage is **your** entitlement to an Input Tax Credit on **your** premium as a percentage of the total GST on that premium.

Section 10: Cancellation

At any time, **you** may cancel this policy by giving **us** notice in writing. If there are other people named as insured on **your** policy, **we** may rely on a request from one insured to cancel **your** policy.

We may cancel **your** policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if **you** told **us** something that **you** knew to be incorrect or untrue during **your** application for cover) by informing **you** in writing (including electronically).

The notice of cancellation does not apply to any **goods** that have commenced transit in accordance with the conditions of this policy before cancellation becomes effective.

We'll give **you** notice in person or send it to **your** address (including an electronic address) last known to **us**.

If **you've** paid **your** premium in advance, **we'll** refund **you** the proportion of the premium for the remaining **period of insurance**, less any non-refundable government fees, duties or charges, irrespective of any premium funding arrangement by **you**.

If the premium is based on turnover or other variable amount that must be declared to **us**, any refund of premium will be made after the turnover or other variable amount has been declared to **us** and the premium adjusted irrespective of any premium funding arrangement by **you**.





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