



QBE Insurance (Australia) Limited

# Carriers Combined Load

Marine Insurance Policy Wording

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 نفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

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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 विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

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 ਮਹੱਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## 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 or to make a claim

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.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- QBE by sending an email to [marineclaims@qbe.com](mailto:marineclaims@qbe.com)

## 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.

## Important information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, 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

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## 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](http://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](http://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](http://qbe.com/au)

## Privacy

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](http://qbe.com/au/about/governance/privacy-policy)

If you would like to access or correct your personal information please contact us at [customer care@qbe.com](mailto:customer care@qbe.com) or on 1300 650 503.

## 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](http://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:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	complaints@qbe.com
<b>Post:</b>	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.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	info@afca.org.au
<b>Post:</b>	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](http://afca.org.au)

## More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://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](mailto:customercare@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	enquiries@oaic.gov.au
<b>Post:</b>	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

<b>Phone:</b>	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Online:</b>	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

This Policy is underwritten and issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording;
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

### Section 1 - Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accidental	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 method of transportation.
Approved terms and conditions	any written agreement defining or limiting your legal responsibility for goods in your care, custody and control. This includes a consignment note, freight note or conditions of contract issued by you (or a principal contractor) which incorporates into the contract of carriage its standard terms and conditions (which contain an exclusion of liability for loss of or damage to goods or livestock) as approved by us.
Conveying vehicle	any mode of transport used by you to transport the goods whether owned by you or a subcontractor.
Financial services	includes selling, arranging or offering insurance or giving financial product advice (as defined in section 766B of the <i>Corporations Act 2001 (Cth)</i> ) on our behalf.
Goods	<p>general cargo and other property specified in the Policy Schedule while in your care, custody or control.</p> <p>This Policy does not cover (unless we have agreed and have specified it in the Policy Schedule) the transport of:</p> <ul style="list-style-type: none"> <li>• commercial bulk consignments (dangerous goods) as defined by Government authority: <ul style="list-style-type: none"> <li>○ Liquid/Gas/Paste Goods in a container with a capacity exceeding 500 Litres;</li> <li>○ Solids in a container in an undivided quantity exceeding 500 kg;</li> <li>○ Dangerous goods transported by Intermediate bulk containers (IBCs).</li> </ul> </li> <li>• specialised bulk transport of motor vehicles, portable buildings, heavy machinery, livestock, refrigerated/perishable goods and household and personal effects including furniture;</li> <li>• bloodstock, exotic birds (e.g. Ostriches, Emus) and stud or prize animals;</li> <li>• cigarettes, tobacco and tobacco products (where the consignment is greater than \$50,000);</li> <li>• money, currency, notes, securities or negotiable documents;</li> <li>• property owned by you.</li> </ul>

When we say	We mean
Gross Freight Earnings	means the total gross revenue (a term which includes fees, charges and commissions but excludes GST) derived by you during the period of insurance for transportation services provided by you as principal, subcontractor or by subcontractors other than costs incurred in security permits, pilot and escort expenditure (where applicable).
Loading and unloading	<p>your loading or unloading of the goods as specified below:</p> <p>General Cargo:</p> <ul style="list-style-type: none"> <li>• Loading commences when the goods are picked up inside the warehouse/premises or place of storage for loading onto the conveying vehicle and terminates when the goods have been placed on the conveying vehicle.</li> <li>• Unloading commences when the goods are being unloaded from the conveying vehicle and terminates when the goods are placed inside the warehouse/premises or place of storage.</li> </ul> <p>Livestock:</p> <ul style="list-style-type: none"> <li>• Loading 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 and terminates when the livestock have been positioned on the conveying vehicle.</li> <li>• Unloading commences when the livestock proceed on to the loading ramp and terminates when the livestock are positioned on the ground or loading dock adjacent to the conveying vehicle.</li> </ul> <p>Motor Vehicles:</p> <ul style="list-style-type: none"> <li>• Loading commences when the motor vehicle's wheels/tracks are driven up to 500m from their parking position and on to the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle and terminates when the motor vehicle have been positioned on the conveying vehicle.</li> <li>• Unloading commences from the time the motor vehicle commences to drive off the loading ramps and terminates when the motor vehicle is parked on the ground or loading dock adjacent or within 500m of the conveying vehicle.</li> </ul> <p>Note: Where a Tilt Tray vehicle is used to convey goods, the above Motor Vehicle wording will also apply.</p> <p>Crane:</p> <ul style="list-style-type: none"> <li>• Loading commences when the goods are picked up by the crane hook from the warehouse/premises or place of storage for loading onto the conveying vehicle and terminates when the goods have been positioned on the conveying vehicle.</li> <li>• Unloading commences when the goods are picked up by the crane hook and terminates when the goods are positioned inside warehouse/premises or place of storage.</li> </ul>
Miscellaneous Equipment	electronic or hydraulic trolley jacks, webbing straps, tarpaulins, ropes and chains, trolleys, gates and dogs belonging to you or for which you are responsible.
Packaging	packing materials, shipping containers, flat racks, crates, pallets, or similar receptacles belonging to you or for which you are responsible.
Period of insurance	the period shown in the Policy Schedule or any renewal period, during which the insurance provided by this Policy is in force.
Personal property	bedding, CB/UHF and scanner radios, food/drink and its containers (e.g. thermos-flasks, eskies and mobile fridges), clothing and personal accessories, footwear, personal entertainment equipment (e.g. portable radio, DVD/CD players, iPod or MP3 players), mobile telephones, pagers mobile GPRS units, and wallet BUT EXCLUDING laptop computers or tablets, money, credit cards, watches and jewellery.
Policy	this Policy Wording, the Policy Schedule and any endorsements we issue to you which amend this Policy Wording or the Policy Schedule.
Premium	the amount you pay for the insurance provided by this Policy, including any taxes and other government charges.
Subcontractor	any person, entity or company to whom you have entrusted the transit of the goods. Where you are acting as a subcontractor to a Principal Carrier, this means you are undertaking the transit of the goods on behalf of the Principal Carrier.



Terrorism	any act(s) of any person(s) or organisation(s) involving:  (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;  (b) 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.
We, us or our	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your, yours	the person(s), companies or firms named on the current Policy Schedule.

## Policy terms and conditions

### Section 2 – This insurance contract

This Policy wording contains all of the insurance cover available under your Carriers Combined Load Policy.

#### No insurance for your customers

The cover provided by this Policy is intended to indemnify you for your responsibility for any loss or damage to goods including livestock which you are carrying in the normal course of transit. Other than under Section 6, this Policy does not provide insurance cover for your customers, principals or subcontractors. We insure you if you subcontract the transportation of the goods or are acting as a subcontractor to a principal carrier. You are not authorised to offer insurance or provide any financial services on our behalf.

#### This Policy is divided into sections for you to select the appropriate cover.

Cover option	Description
Basic load cover - available for all carriers - (Section 4)	this section covers you for loss of or damage to goods caused by an insured event irrespective of your legal liability or any contract terms or contracts of carriage.
Basic load cover - optional additional insured events - (Section 5)	optional covers you can request including: <ul style="list-style-type: none"> <li>collapse of decks (Livestock only);</li> <li>loading/unloading - accidental damage;</li> <li>rain water damage;</li> <li>mismangement/failure of refrigerating machinery;</li> <li>shedding of load; and</li> <li>theft and non-delivery.</li> </ul>
Accidental damage cover for nominated clients and commodities - (Section 6)	this section covers you for accidental loss of or damage to goods for declared nominated clients and commodities where you have agreed to accept responsibility.
Basic load cover & nominated clients - additional benefits - (Section 7)	additional benefits: <ul style="list-style-type: none"> <li>additional expenses;</li> <li>onforwarding costs;</li> <li>agistment expenses (Livestock only);</li> <li>mustering costs (Livestock only); and</li> <li>wandering off (Livestock only).</li> </ul>
Carriers liability (legal defence) cover - (Section 8 (a))	this section is available where you act as a principal contractor and limit your liability by incorporating approved terms and conditions into your contract of carriage.
Carriers liability (legal defence) cover - (Section 8 (b))	this section is where you act as a subcontractor and covers you for all sums that you shall become legally liable to pay for compensation in accordance with Section 8(a).

Each of these cover options provides a different type of cover. You can select the cover options that you need in the application form you give us.

We do not automatically insure you for each type of cover. You are only insured for the cover that you requested in your application for insurance.

Your Policy Schedule shows which insurance cover options you have selected and the amounts you are covered for.

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

This insurance is in consideration of the insured named in the Policy Schedule:

- having paid or agreed to pay the premium to the us; and
- providing to us a written completed 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.

## **Subcontractors used by you**

When goods are entrusted to a subcontractor, the cover provided by this Policy applies to the subcontractor provided:

- you are fulfilling your contractual obligations as the principal contractor;
- the subcontractor is carrying out work on your behalf only.

This indemnity to your subcontractors is subject to the Policy terms and conditions and no indemnity will be provided if the subcontractor is not working solely and directly under your contract and instructions.

We reserve the right of subrogation against any subcontractor not meeting these requirements or any subcontractor separately insured under its own applicable Carriers Cargo, Transit or Carrier's Liability insurance policy.

## **Law and practice**

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia.

### Section 3 - The transit

During the period of insurance, cover commences from the time the goods are entrusted into your care at the warehouse or premises for the purposes of transportation to a destination outside the premises. The vehicle must leave the warehouse or premises within 72 hours.

#### The transit terminates upon:

- delivery to the position designated by the receiver at the receiver's or other designated warehouse or premises; or
- delivery to any other warehouse or premises when the goods pass out of your care to the designated receiver of the goods; or
- delivery to any other warehouse or premises for the purpose of storage not incidental to transit;

whichever first occurs.

### Section 4 - Basic load cover - available for all carriers

We will:

(a) indemnify you, irrespective of your legal liability or any terms or conditions of carriage, for loss of or damage to goods caused by an insured event while the goods are:

- > in your custody; or
- > in the custody of your subcontractors;

during the normal course of transit within the period of insurance and within the geographical limits specified in the Policy Schedule, or

(b) at your request, and provided sufficient grounds exist, defend you against your legal liability for loss of or damage to the goods. We will pay for reasonable legal costs.

If sufficient grounds do not exist to defend your liability we will write to you to give our reasons why.

#### Insured events

This Policy covers loss of or damage to the goods and/or death of livestock while contained in the conveying vehicle or your premises or subcontractor's premises caused by:

- fire, lightning, hail or explosion;
- flood;
- collision of the conveying vehicle except with the curb or uneven road surface;
- collision, crashing or forced landing of aircraft;
- collapse of bridges or culverts causing damage to the goods on the conveying vehicle;
- hijack or armed hold up of a vehicle;
- 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 goods or livestock;
- malicious damage to goods on the conveying vehicle.

This cover excludes impact of the road surface and allied areas with the goods or livestock unless caused by an insured event specified above.

Where goods are being transported by sea, the insured events specified above are extended to include:

- stranding, sinking, burning, grounding, collision or contact of the vessel with any object other than water;
- any general average and or salvage contribution that you are required to pay;
- the risks of jettison, washing overboard and loss or damage caused by a general average sacrifice.

#### Livestock

Where livestock is specified in the Policy Schedule, cover is extended to death of or necessary humane killing of livestock when caused by an insured event specified above.

#### Refrigerated goods

Where refrigerated goods are specified in the Policy Schedule, cover is extended to include deterioration of the goods following an insured event specified above.

## Section 5 – Basic load cover - optional additional insured events

Only when it is specified in the Policy Schedule that the Policy includes the following additional insured events, cover is extended as follows:

### Additional expenses (consequential loss)

We will indemnify you for any amount you request us to pay, regardless of your legal liability, for losses incurred by the owner of the goods arising from consequential loss (including delay and/or loss of market) due to loss of or damage to the goods during transit.

While we will pay for these losses regardless of your legal liability, we will still require:

- (a) evidence that the loss or damage happened while the goods were in transit and the loss or damage was caused by:
  - > an insured event shown in Section 4 Basic load cover - available for all carriers; and/or
  - > any optional additional insured event shown in Section 5 which we have specified in your Policy Schedule; and
- (b) evidence to substantiate the amount of the loss suffered by the owner of the goods.

To substantiate a loss under this extension we may require you to obtain documentary evidence of the loss from the owner of the goods. We will write to you to tell you what documentation we will need to be provided depending on the type of loss involved.

Claims will be settled up to a limit of \$100,000 which arises from one insured event but not exceeding \$200,000 in the aggregate during the period of insurance (unless otherwise specified in the Policy Schedule) in addition to the limit of liability specified in the Policy Schedule.

### Collapse of decks clause

Where livestock is specified in the Policy Schedule, cover is extended to death of or necessary humane killing of livestock caused by the collapse of decks during the normal course of transit provided that:

1. the vehicle/trailer used for the transit is suitable for the size, weight and volume of the livestock being transported; and
2. the vehicle and trailer are fully registered and maintained in accordance with Government transport regulations.

### Loading/Unloading - Accidental Damage Cover\*

This Policy extends to cover accidental loss of or damage to the goods (or injury to/death of livestock if specified in the Policy Schedule), caused during loading or unloading as defined in Section 1.

\*Note this option is not available for Household & Personal Effects Carriers (Removalists).

### Rain water damage

This Policy extends to cover you for accidental loss of or damage to goods caused by the goods being wetted by rainwater provided that:

- this Policy does not cover the goods during any period of incidental storage in any warehouse or other building;
- the vehicle and equipment used for the transit is suitable for the safe carriage of the goods e.g. fully enclosed vehicle or trailer for the transport of electrical goods;
- you take all reasonable steps to ensure that the goods are securely and adequately packed on the conveying vehicle.

### Mismanagement / failure of refrigerating machinery

This Policy extends to cover loss, damage or deterioration of refrigerated goods due to variation in temperature caused by:

- accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery;
- mismanagement of the refrigerating machinery by you or your subcontractors; or
- disruption of the airflow within the carrying vehicle or container caused by mismanagement of the interior bulkheads by you or your subcontractors;

resulting in variation in temperature outside of the required range for more than four hours, unless a different period is specified in the Policy Schedule.

If required by us you will provide evidence that the refrigeration machinery has been properly maintained.

### Shedding of load

This Policy extends to cover you for accidental loss of or damage to goods caused by the goods falling from your vehicle during the normal course of transit provided that:

- the vehicle used for the transit is suitable for the size, weight and volume of the goods being transported;
- you take all reasonable steps to ensure that the goods are securely and adequately packed on the vehicle.

### Theft and non-delivery

This Policy extends to cover theft, pilferage or non-delivery of goods.

If the trailer used to transport the goods is detached from the conveying vehicle and cannot be secured in a fenced and gated compound, theft cover will be only provided where the trailer is fitted with Kingpin locks or other similar security/immobilising devices.

## Section 6 – Nominated client or commodity accidental damage cover

We will indemnify you for any amount you are required to pay:

- to a nominated client or a nominated principal carrier where they are shown on the Policy Schedule for loss of or damage to goods caused by an insured event during transit where you have accepted responsibility for such loss or damage;
- for loss of or damage to a nominated commodity(ies) where shown on your Policy Schedule where such loss or damage is caused by an insured event during transit and you have accepted responsibility for such loss or damage;
- at your request, provided sufficient grounds exist to defend you against your legal liability for loss of or damage to the goods. We will pay for reasonable legal costs.

If sufficient grounds do not exist to defend your liability we will write to you to give our reasons why.

The insured event must occur during the Period of Insurance and geographical limits specified in the Policy Schedule.

### Insured events

#### 1. Non-refrigerated goods

This Policy covers accidental loss of or damage to the goods including those caused by a deliberate act of a third party during the normal course of transit, subject to the Policy exclusions and general conditions listed in Sections 10 and 11.

#### 2. Refrigerated goods

This Policy covers accidental loss of or damage to the goods including those caused by a deliberate act of a third party during the normal course of transit but excluding deterioration unless caused by variation in temperature following:

- (i) accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery; and/or
- (ii) mismanagement of the refrigerating machinery by you or your subcontractors; and/or
- (iii) disruption of the airflow within the carrying vehicle or container caused by mismanagement of the interior bulkheads by you or your subcontractors;

resulting in variation in temperature outside of the required range for a period of not less than four hours unless a different period is specified in the Policy Schedule.

If required by us you will provide evidence that the refrigeration machinery has been properly maintained.

#### 3. Livestock

This Policy covers death of animals caused by accident or natural causes during transit, subject to the exclusions and general conditions listed in Sections 10 and 11 and provided that the animals are:

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

Cover includes the risks of death or humane killing of livestock that is necessary following an insured event.

#### 4. Additional expenses (consequential loss)

We will indemnify you for any amount you request us to pay, regardless of your legal liability, for losses incurred by the owner of the goods arising from consequential loss (including delay and/or loss of market) due to loss of or damage to the goods during transit.

While we will pay for these losses regardless of your legal liability we will still require:

- (a) evidence that the accidental loss or damage happened while the goods were in transit; and
- (b) evidence to substantiate the amount of the loss suffered by the owner of the goods.

To substantiate a loss under this extension we may require you to obtain documentary evidence of the loss from the owner of the goods. We will write to you to tell you what documentation we will need to be provided depending on the type of loss involved.

Claims will be settled up to a limit of \$100,000 which arises from one insured event but not exceeding \$200,000 in the aggregate during the period of insurance (unless otherwise specified in the Policy Schedule) in addition to the limit of liability specified in the Policy Schedule.

## Section 7 – Basic load cover & nominated clients - additional benefits

The following additional benefits are payable if Section 4 (Basic Cover) and/or Section 6 (Nominated Client or Nominated Commodity Cover) is specified in the Policy Schedule. The sub-limits specified in this section are in addition to the limit of liability stated in your Policy Schedule:

### Onforwarding Clause

We will pay all reasonable costs necessarily incurred in unloading, storing and forwarding the goods (excluding commercial bulk consignments of dangerous goods) by road to the original destination in Australia when caused by an insured event.

Subject to a limit of \$100,000 in total for any one loss or series of losses caused by the one event, unless otherwise specified in the Policy Schedule.

### Livestock risks

Where livestock have been included in the goods insured specified in the Policy Schedule, the following additional benefits will apply:

#### Agistment expenses

This Policy covers all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

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

#### Mustering costs

This Policy covers all reasonable costs and expenses necessarily incurred for mustering of the animals 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 event, unless otherwise specified in the Policy Schedule.

#### Wandering off clause

This Policy covers loss of animals due to "wandering off" from the scene of the accident caused by an insured event.

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

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## Section 8 (a) – Legal defence cover - carriers using approved terms and conditions (consignment note) and acting as a principal contractor

The cover provided by this section applies to transits:

- (a) where your approved terms and conditions were incorporated into the transit; or
- (b) where, by mistake, your approved terms and conditions were not incorporated into the transit.

We will indemnify you for all sums that you become legally liable to pay or would have become legally liable to pay if the approved terms and conditions had been accepted and signed for:

- (a) compensation for physical loss of or damage to goods or death of livestock entrusted to your care;
- (b) delay, loss of market or consequential loss that is caused solely by the loss of or damage to the goods or death of livestock.

The insured event must occur during the period of insurance and geographical limits specified in the Policy Schedule.

Your cover may be reduced where:

- (a) you intentionally choose not to use the approved terms and conditions;
- (b) your changing or waiver of the approved terms and conditions increases your liability and you have not obtained our approval of the changes or waiver.

In these circumstances we will reduce our liability to that which would have applied had your approved terms and conditions been incorporated into the contract of carriage.

### Additional benefits

The following Additional benefits will apply if Section 8 is shown in the Policy Schedule:

#### Errors and omissions

We will indemnify you for all amounts that you become legally liable to pay by way of compensation under the terms and conditions of any approved terms and conditions for financial loss incurred by the owner of the goods arising from:

- (a) delay in performing your contractual obligations, except where the delay is caused or contributed to by your customer's instructions;
- (b) delivery of goods to the wrong party and/or the wrong destination; and
- (c) physical loss of and/or physical damage to goods to the extent that your liability is incurred or increased by an incorrect statement or omission in any contract of carriage or handling documentation, arising from an occurrence during the period of insurance specified in the Policy.

We will indemnify your customer under Section 8 up to a limit of \$100,000 arising from one event (but not exceeding \$200,000 in the aggregate during the period of insurance specified in the Policy Schedule).

This benefit does not apply to subcontractors.

#### Penalties

We will indemnify you for any penalty you are required to pay, resulting from a claim against you by a regulatory authority that otherwise would be excluded by reason of Section 10 General exclusions, additional exclusion 10 (fines, penalties, and/or liquidated damages) where the claim is first made on you and notified in writing to us in the period of insurance.

However, we will not be liable to indemnify you in respect of any penalty arising directly or indirectly from or which is based upon, attributable to, or in consequence of any:

- (a) dishonest, wilful, intentional or deliberate wrongful act; or
- (b) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any Act; or
- (c) your gross negligence or recklessness; or
- (d) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost; or
- (e) breach of sections 182 or 183 of the *Corporations Act 2001* (Cth) and any amendment, consolidation or re-enactment of any of these sections;
- (f) fines or penalties imposed arising directly from the driving or parking of a vehicle.

We will also not be liable for fines or penalties uninsurable under any law.

Our aggregate liability for all claims under this extension will not exceed \$250,000 during any one period of insurance.

This additional benefit will be subject to an excess of \$1,000 for each and every penalty.

This benefit does not apply to subcontractors.



## Section 8 (b) Legal defence cover - when acting as a subcontractor

When you act as a subcontractor, this Policy is extended to cover you for all sums that you shall become legally liable to pay for compensation in accordance with Section 8 (a) provided that:

- (a) you have contracted with your principal carrier under any approved carriage conditions and your principal carrier has bound the owner, consignor, shipper, consignee, receiver of the Goods and/or the party who brings a claim against you, to the approved terms and conditions; or
- (b) the principal carrier has contracted with the owner, consignor, shipper, consignee, receiver of the Goods and/or the party who brings a claim against you pursuant to the terms and conditions that:
  - (i) contain at least the same level of immunity, indemnity, protection, limitation and defence as provided by the Approved Terms and Conditions; and
  - (ii) include a provision that extends the benefits of the principal's contract of carriage conditions to the principal's subcontractors, servants or agents.

If the above contractual arrangements do not apply, will limit the cover to sums that you shall become legally liable to pay for compensation for loss of or damage to goods entrusted to your care caused by the insured events specified by us in your Policy Schedule under either Section 4 – Basic load cover (including any optional extensions in Section 5 we have specified in your Policy Schedule) or Section 6 – Nominated client or commodity accidental damage cover where applicable.

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## Section 9 – Additional features - applicable to all sections

The sub-limits specified in this section are in addition to the limit of liability stated in your Policy Schedule where applicable:

### Accumulation

In the event of accumulation of goods during transport or transshipment beyond the limits of liability due to interruption of transit and or other circumstances beyond your control, the limits of liability shown in the Policy Schedule will not apply provided that the accumulation of the goods beyond such limits is outside your control and you give us notice as soon as possible after the circumstances are known to you.

The most we will pay under this clause is limited to double the limits of liability shown in the Policy Schedule for each and every loss or occurrence or series of losses or occurrences arising out of the same event or \$10,000,000 whichever is the lesser.

### 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 gross freight earnings, type of goods carried and past claims history; and
- you agree to the additional conditions and premium required by us for cover under this clause to continue beyond 60 days.

### General average and salvage contribution

This Policy is extended to cover your legal liability to pay any general average and/or salvage contributions pursuant to the terms and conditions of a bill of lading or similar sea carriage document caused by an insured event during transit and while the goods are in your care custody or control, subject to the limit of liability specified in the Policy Schedule.

If there is a claim for general average contributions or salvage charges, the goods will be considered as being insured for their full contributory value and the claim will be paid in full without deduction of any Policy excess.

### Miscellaneous equipment

This Policy is extended to cover loss of or damage to miscellaneous equipment while carried in your vehicle caused by the following insured events:

- fire;
- flood;
- collision of the conveying vehicle except with the curb or uneven road surface;
- jack-knifing, overturning of the conveying vehicle;
- theft following forcible and violent entry into a secured locked vehicle.

Subject to a limit of \$25,000 for any one loss or series of losses caused by the one event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any commercial motor insurance or other policy of insurance.

### Packaging and shipping containers

This Policy is extended to cover your legal liability for 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 for any one loss or series of losses caused by the one event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

### Personal property

This Policy is extended to cover loss of or damage to the personal property, owned by you or for which you are legally responsible, including that of your employee(s) caused by fire, flood, collision and/or overturning of the conveying vehicle, including theft following forcible and violent entry into your securely locked vehicle, provided these losses are not recoverable under any other policy of insurance.

Subject to a limit of \$1,000 for any one loss or series of losses caused by the one insured event.

### Removal of debris/Clean-up costs

This Policy is extended to cover all reasonable costs and expenses you incur 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.

### Resecuring

This Policy is extended to cover all reasonable costs and expenses you incur in resecuring the goods where there has been movement of the goods in transit, which makes resecuring necessary, even though there may be no claim resulting from the incident.

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

## Shipping container demurrage / SOLAS costs

This Policy is extended to cover:

1. Your obligation to pay demurrage charges or penalties following the late return of shipping containers due to you retaining containers at our request for inspection following a claim. The demurrage period for which we will be liable begins at the time we instruct you to retain the containers and finishes at the time our surveyor instructs you to return the containers.
2. Additional costs incurred by you to return shipping containers to the point of loading for the commencement of transit where, following an error in the shipping documentation, the container has failed the SOLAS Regulation V1/2 VGM certification process; provided that:
  - (a) you were not aware that the container was not compliant with the SOLAS regulation;
  - (b) the consignor or responsible party has failed to pay the additional transport costs and you have taken all reasonable steps to recover these costs.

Subject to a limit of \$50,000 for any one loss or series of losses caused by the one insured event, unless otherwise specified in the policy schedule and provided the costs are not recoverable under any other policy of insurance.

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## Section 10 – General exclusions - applicable to all sections

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

### Radioactive contamination

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) 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;
- (e) any chemical, biological, biochemical, or electromagnetic weapon.

### Additional exclusions

The exclusions set out in this section apply to all sections including cover options of this Policy.

This Policy does not cover any loss, damage or liability:

1. to property other than the goods specified in this Policy;
2. to goods carried in a vehicle which is unsafe or unroadworthy unless that condition of the vehicle could not reasonably have been detected by you or it did not contribute to the loss;
3. to goods when the vehicle is carrying a load in excess of that for which it was designed unless the overloading could not reasonably have been detected by you;
4. to goods when the vehicle is being driven by a driver who is not licensed under the applicable law to drive the vehicle unless you did not know and could not reasonably have known that the driver was unlicensed (unless you did not know or would not reasonably have known that the vehicle was unlicensed);
5. to goods when the vehicle is being driven by a person whose faculties are impaired by a drug or intoxicating liquor or who has a concentration of alcohol in his or her blood in excess of that permitted by law for a driver of a motor vehicle unless you did not know and could not reasonably have known that the driver was so affected.

This exclusion will not apply to the extent that there are any statutory provisions to the contrary;

6. to goods out of any wilful act or acts committed by you or someone with your knowledge or connivance;
7. to goods as a result of reduction in value of goods due to repairs;
8. to goods as a result of electronic, electrical or mechanical failure unless there is visible external physical damage which occurred during transit caused by an insured event;
9. to goods directly or indirectly caused by war, acts of war (whether war be declared or not), rebellion, revolution, nationalisation, requisition, destruction or damage by or by the order of any government, public authority or local authority;
10. from fines, penalties, and/or liquidated damages (except as provided for in section 8(a));
11. from aggravated, exemplary or punitive damages;
12. from ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods;
13. from insufficiency or unsuitability of packing or preparation of the goods ("packing" shall include stowage, or restraint of the goods on your vehicle) except where:
  - cover is provided under the Mismanagement / failure of refrigerating machinery extension (detailed in Section 5) and the Refrigerated goods cover (detailed in Section 6); or
  - carried out by a party other than you and occurred entirely without your knowledge; or
  - carried out by you and 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;
14. from inherent vice or nature of the goods (except for refrigerated goods due to variation in temperature as provided in Sections 4, 5 and 6);
15. to animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay;
16. from the failure of the you or your employees, servants or subcontractors to take all reasonable precautions to ensure that the goods are kept in refrigerated, or, where appropriate, properly insulated and cooled space (for refrigerated goods);
17. to property (except for the insured goods) caused by the operation of a lifting device;
18. where dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail;

19. to refrigerated goods caused by the failure of your refrigeration equipment which has not been regularly serviced and maintained;

20. 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.

21. 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 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 caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the goods 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 intended 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.

### **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.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions in relation to any claim they make.

The cover provided by this Policy is subject to the following additional conditions.

We are liable to you for loss or damage covered by this Policy whether assumed by you or for which you are legally liable. This liability does not create an interest in this Policy on behalf of any person in relation to any loss or damage for which you have accepted liability under this Policy. You, not us, are responsible for any liability that you have accepted that is caused by an insured event or any other event that has caused you to be liable during the course of transit of goods by you.

You may not represent to any person that you are able to arrange insurance cover under this Policy or otherwise on behalf of us. If you make any such representation we may refuse to pay a claim and treat the Policy as never having been effected.

### Authorisation

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

### Due care

At all times, you must take appropriate care in:

- the handling, moving and storing of goods in your care, custody or control; and
- issuing the approved terms and conditions (where applicable).

### Premium calculation

Premium calculation of this Policy will be on the basis as agreed at Policy inception and detailed in the Policy Schedule.

This will either be Adjustable on Actual Gross Freight Earnings.

### Premium Adjustment

As agreed on inception and specified in the Policy Schedule:

#### Adjustable on Actual Gross Freight Earnings

1. If the Policy Schedule shows a deposit premium (freight earnings), the deposit premium is calculated at the commencement of each period of insurance based on estimated gross freight earnings provided by you.
2. You are required to declare to us your actual gross freight earnings within two months of the end of a period of insurance and we may require actual gross freight earnings to be verified by an auditor appointed by us.
3. We will pay the cost of the audit but you may have to reimburse us this cost if the actual gross freight earnings declared have been understated. You agree to supply all necessary information and assistance to the auditor.
4. The premium payable is calculated on the actual gross freight earnings during the period of insurance being adjusted at the agreed rate(s).
5. The difference between the premium for the actual gross freight earnings and the deposit premium will be paid by or refunded to you but always subject to a minimum of 75% of the deposit premium being retained by us.
6. For the purpose of the premium calculation, gross freight earnings means the total gross income (net of GST) derived by you during the period of insurance out of the carriage of goods by you as principal, subcontractor or through subcontractors without deduction of any cost other than costs incurred in securing permits and Pilot & Escort expenditure (where applicable) necessary to enable the insured transit.
7. If your deposit premium is less than \$1,000 and the variance between estimated and actual figures is less than 10% then we will waive the amount calculated as owing by you.

### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we reasonably require;
- responding to our requests as soon as possible.

At all times you must refrain from behaving in a way that's improper, hostile, or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

## Care and maintenance

You must take reasonable care to prevent loss or damage. We may refuse to pay or reduce the amount we pay in circumstance where your failure to take reasonable care is a contributing factor. At all times, you must take reasonable steps to:

- prevent damage to goods insured, as well as to others and their property;
- minimise the cost of any claim under your Policy;
- comply with all statutory obligations, by-laws, regulations and standards imposed by public authorities relevant to your business.

## 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.

## Other interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your 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.

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## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

When you are notified of an event which may result in a claim on this Policy, there are certain procedures you and your subcontractors must follow.

You must take the following steps:

### 1. Action as soon as possible

- Take all reasonable measures to avoid or minimise any loss, damage or liability (the reasonable and necessary cost of doing this will be payable by us).
- If theft is covered by this Policy, inform the police as soon as possible after the theft is discovered and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

### 2. Notification

- You must inform us of the event as soon as possible. We will not accept notification from any other person including any client nominated under Section 6.
- Submit to us full written particulars as soon as possible.
- Send to us all correspondence and documents relating to the event.
- Reject any claim made against you and deny any liability in writing in accordance with the terms and conditions of the consignment note (where you have not accepted responsibility) and advise us as soon as possible.
- Provide or arrange for us to be provided with invoices, statements and other documents evidencing the amount of the loss.

### 3. What should not be done

- Do not admit liability.
- Do not repair or replace any goods until you have our approval.
- Do not dispose of the damaged goods without our approval.

### 4. When someone else may be liable

When someone else may be liable to you for the loss, damage or liability, you must:

- not agree to release that person from liability;
- hold that person liable by delivering a notice of intention to claim;
- inform us of the circumstances and let us have a copy of all relevant documents.

We may exercise all your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in your name and use our discretion in the exercise of your (or their) legal rights.

## 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 much we pay

### Amount payable - for goods where you accept responsibility

Depending upon the circumstances, the amount payable will be:

#### Goods

- the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage; or
- the invoice value of the goods whilst in transit; or
- if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition, or as near as possible to that age and condition, (e.g. unless the goods were new, an amount for depreciation and wear and tear will be deducted from the claim).

This amount will be subject to the limit of liability specified in the Policy Schedule.

#### Livestock

- the net invoice value covering the livestock whilst in transit, or if there is no invoice value, the cost of replacing the livestock with similar livestock of the same age and condition or as near as possible to that age and condition.

This amount will be subject to the limit of liability specified in the Policy Schedule.

#### Packaging (Shipping containers)

- the cost of repair or replacement (as required by the hand-over agreement or similar document) up to a limit of \$100,000 for any one loss or series of losses caused by the one event unless otherwise shown in the Policy Schedule.

### Amount payable - legal defence

The amount payable for your legal liability for loss of or damage to all other goods for which you have not accepted responsibility caused by an insured event, will be either:

- the actual liability incurred; or
- the limit of liability specified in the Policy Schedule, whichever is the lesser amount.

In addition, we will pay all legal costs and legal expenses incurred by you with our consent or recoverable from you in connection with an insured event.

#### Brands / labels

In the event of loss or damage of goods bearing embossed or indented brands or labels or other permanent markings identifying your customer as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by your customer to dispose of as they 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 relabelling, subject to our liability not exceeding the value of the goods.

#### Pairs and Sets Clause

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.

#### Limit of liability

Our liability is limited to the amount specified in the Policy Schedule for any one accident or series of accidents caused by the one event (excluding applicable additional benefits specified in Section 7).

If you have cover under any two, or all three sections of the Policy, you may only claim under one section for any one loss or series of losses arising from the same insured event.

In addition, we will pay all legal costs and expenses incurred by you with our consent or recoverable from you in connection with an insured event.

We will not be liable for any legal costs or expenses incurred by the nominated client which it is liable to pay as a result of loss or damage to the nominated client's goods.

## Excess

The amount specified in the Policy Schedule as the excess will be deducted from each and every loss.

Unless otherwise stated in the Policy Schedule, no excess will apply to the insured events detailed in section 4.

## No claim

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

## Miscellaneous claims conditions

### Automatic Reinstatement

When an amount is paid under this Policy, the limit of liability is automatically reinstated to the amount specified in the Policy Schedule, subject to payment of an additional premium (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.

### 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.

### Payees

Amounts payable under this Policy will only be paid to you or any other party directed by you and will discharge our liability under the policy for the loss.

## 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).

## GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- your ABN;
- the percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any Income Tax Credit entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

## Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing you in writing.

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, subject to you providing your actual figures as set out in the General Conditions - Premium Adjustment clause of the Policy and our adjusting the premium accordingly.

### **Changing your Policy**

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### **When there is more than one insured**

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this policy, we have no further obligations to any other insured regarding that payment.

### **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.

### **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.

