



QBE Insurance (Australia) Limited

'Floor to Floor' Single Transit Accidental Damage Policy

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.

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 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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'Floor to Floor' Single Transit Accidental Damage Policy

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.

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.

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

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.

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:

Phone:	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.

Phone:	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):

Phone:	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

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Section 1 – Definitions

When used in this Policy, the following words have a special meaning assigned to them, as follows:

Word or term	Meaning
Accident, 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 means of transportation.
Conveyance	any road, rail, ship, vessel, aircraft or registered postal service used to transport the goods as specified in the Policy Schedule. This includes a trailer when attached to a registered road vehicle.
General average	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	the interest insured as specified in the Policy Schedule.
Period of insurance	the period for which the cover under your Policy is in force. You will find this period of insurance in the Policy Schedule.
Policy Schedule	the most recent document we give you. We give you a Policy Schedule when you: <ul style="list-style-type: none"> • first buy the Policy from us; or • change any part of the Policy or any personal details relevant to it.
Removal of debris/clean-up costs	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.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	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 the insured named in the Policy Schedule:

- 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.

Section 3 – The transit

Goods other than livestock and motor vehicles/mobile machinery

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 onto 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/mobile machinery

During the period of insurance:

- cover commences when the motor vehicle/mobile machinery'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/mobile machinery is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

The cover

The cover granted under this 'Transit' clause is subject to:

- the conveying vehicle departing for destination within 48 hours of the commencement of loading – if this period is exceeded cover ceases after 48 hours and recommences when the conveying vehicle actually departs for its destination;
- the placement or positioning of the goods within the warehouse or premises being:
 - directly associated with the transit; and
 - completed within 48 hours of the conveying vehicle's arrival.

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

Section 4 – Accidental damage cover

Subject to the exclusions and general conditions listed in Sections 6 and 7, this Policy covers:

1. Goods – Non-refrigerated

This Policy covers accidental loss of or damage to the goods during transit.

2. Refrigerated goods

This Policy covers accidental loss of or damage to the goods in transit, but excluding loss or damage resulting from any variation in temperature unless the variation in temperature is directly caused by:

- fire, lightning, explosion and/or flood;
- collision, jack-knifing, overturning and/or derailment of the conveying vehicle;
- crashing and/or forced landing of the conveying aircraft;
- grounding, sinking, stranding or capsizing of the oversea vessel;
- discharge from the vessel at a port of distress; or
- accidental failure, breakdown, stoppage, malfunction or mismanagement (including the incorrect setting of the refrigeration unit's temperature control) of the refrigerating machinery for a period of not less than four consecutive hours or for the period specified in the Policy Schedule, whichever is the longer period.

3. Livestock

This Policy covers death of animals caused by an accident or by natural causes during transit, provided that:

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

Cover is extended to include the risks of humane killing of livestock when necessary as a result of an accident or natural causes during transit.

Additional cover

Insufficiency of packing

This Policy excludes loss of or damage to the goods caused by the insufficiency or unsuitability of packing or preparation of the goods for the transit unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of them in the normal course of your business.

Shut-out

In the event of the goods being 'shut-out' from the conveyance at an intermediate place during the course of transit, this Policy 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.

Strikes, riots and malicious damage

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

Section 5 – Additional benefits

The sub-limits specified in this section are included up to the limit of liability stated in your Policy Schedule unless otherwise specified:

Subject to the exclusions and general conditions listed in Sections 5 and 6.

Agistment expenses – Livestock only

We will pay all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in the aggregate for any one loss or series of losses caused by the one event.

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 irrespective of the amount insured being less than the contributory value.

Mustering costs – Livestock only

We will pay 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 \$500 per animal and \$50,000 in total for any one loss or series of losses caused by the one event.

Overcarried goods

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

Packaging and shipping containers

This Policy covers accidental loss of or damage to packaging while carried in transit caused by an insured event.

Subject to a limit of \$75,000 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.

'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 covers all reasonable costs and expenses incurred in unloading, removing and disposing of damaged goods and clean-up of the accident site after the occurrence of an insured event.

Subject to a limit of \$75,000 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.

Where dangerous goods are specified in the Policy Schedule this removal of debris/clean-up costs benefit does not apply.

Re-securing

This Policy covers 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 reasonably be expected to have knowledge of them in your normal course of your business.

Subject to a limit of \$5,000 any one incident, unless otherwise specified in the Policy Schedule and provided these costs are not recoverable under any other policy of insurance.

Transfer/onforwarding

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 clause – Livestock only

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

Subject to a limit of \$50,000 any one loss or series of losses caused by the one event.

Section 6 – 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, 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 deterioration of refrigerated goods due to variation in temperature as provided in Section 3).
7. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay.
8. Caused by the failure of you or your employees to take all reasonable precautions to ensure that refrigerated goods are kept in refrigerated, or where appropriate, properly insulated and cooled space.
9. To goods caused by rust, oxidization and/or discolouration unless caused by an insured event.
10. To goods caused by electronic, electrical or mechanical failure unless caused by an insured event and there is visible external physical damage.
11. To goods caused directly or indirectly by war, acts of war (whether 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.
12. To goods caused directly or indirectly by ionization, radiation, radioactive material, nuclear process or from nuclear weapons material.
13. Arising from the 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.
14. To motor vehicles/mobile machinery driven under their own power or whilst being towed other than during loading and unloading operations.
15. To personal effects or tools or other goods left in motor vehicles/mobile machinery.
16. To motor vehicles/mobile machinery caused by personal effects or tools or other goods being left in the motor vehicles/mobile machinery.
17. To windows or windscreens of motor vehicles/mobile machinery caused by stone chips.
18. Or expense arising out of 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 during the normal course of your business.
19. 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.
20. 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 clauses 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 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.

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 7 – 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 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.

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.

Law and practice

This Policy is subject to Australian federal law and practice.

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 interests 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.

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).

Warranties

Any warranties specified in the Policy Schedule are to be regarded as conditions of the Policy.

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.

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.

Section 8 – Claims

How much we pay

Depending upon the circumstances, the amount payable will be:

- 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 (i.e. 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.

Brands/labels clause

In the event of loss of or damage to 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 goods.

Where only the labels of the goods are affected by an insured event, the amount payable by us is limited to the cost of reconditioning and the costs of relabelling.

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

Excess

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

Limit of liability

The most we will pay in respect of any one loss or series of losses caused by the one event is the limit of liability specified in the Policy Schedule. This includes amounts we pay for Section 5 - additional benefits.

However, we will pay for the following additional benefits in addition to the limit of liability, up to the following amounts:

1. Packaging and shipping containers - \$75,000;
2. Removal of debris/clean-up costs - \$75,000.

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.

Second-hand replacement

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

- the proportion of the cost of replacement 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 market value of the goods.

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 and 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.

What you must do

Following an event that is likely to give rise to 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).
- 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 invoices, statements and other documents evidencing the amount of the loss.

3. When other parties may be liable

- When another party may be liable to you for the loss, damage or liability you must:
 - > not agree to release those parties from liability;
 - > hold that party liable by delivering a notice of intention to claim;
 - > in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.

4. When delivery is made by container

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 the seals broken or damaged 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

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

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

7. Measures taken to save, protect or recover goods

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.

8. 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.

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. Original contract of carriage, consignment note or other contract of carriage.
2. Original or a copy of shipping invoices, shipping specifications, weight notes, packing, lists, sales invoices or other documents evidencing value.
3. Survey report or other documentary evidence to show the extent of the loss or damage.
4. Delivery docket and weight notes at final destination.
5. Correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Important: Failure to comply with any of the conditions regarding claims procedures and documentation in this Policy may prejudice any claim you make.

Other important details

General average

In the event of a 'General average contribution arising under this Policy, contact us before signing any 'General average bond'.

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.
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