DEFERRED SALES MODEL EXEMPTIONS
THE TREASURY

JOINT SUBMISSION
6 AUGUST 2021

1. The Australian Trucking Association (ATA) and its member associations collectively represent 50,000 businesses and 200,000 people in the Australian trucking industry. Together we are committed to safety, professionalism and viability.
2. The Australian Livestock and Rural Transporters Association (ALRTA), an ATA member association, is the peak body representing road transport businesses servicing the agricultural supply chain.
3. The Australian Furniture Removers Association (AFRA), an ATA member association, is the peak body representing and helping to regulate the Australian removals industry.
4. The ATA, ALRTA, AFRA and our members welcome the exemption for add on transport and delivery insurance products, which significantly address the trucking industry's concerns about the deferred sales model.
5. **There is, however, an area of the exposure draft that needs to be clarified: incidental storage.**
6. Incidental storage occurs as part of the usual movements of livestock transport. For example –
    a. Livestock transported long distances (especially trips exceeding 14 hours) must be unloaded and 'spelled' in yards during the journey. This occurs to manage driver fatigue and to adhere to legislated land transport standards that limit the total time livestock can be withheld from water. Livestock are offered feed and water before being reloaded onto the same truck to complete the journey.
    b. Export livestock are purchased and transported to assembly yards close to an export vessel. The animals are offered feed rations similar to those onboard the ship to enable them to adjust to the sea journey. Vessel demurrage costs are high and there are inherent uncertainties concerning government inspection and clearance of live export vessels, so there is usually only a short window available to load all livestock from the assembly point onto the ship (which means that livestock must be 'stored' at the assembly point for a short, but indefinite, period prior to loading into the vessel).
    c. Livestock delivered to abattoirs are typically 'stored' in holding yards for a short period prior to processing.
    d. Larger livestock carriers routinely 'store' livestock in their own yards when necessarily changing vehicle combinations due to road access restrictions. For example, livestock may be brought in from remote locations in triple road trains, and then unloaded and reloaded into b-doubles before being transported into populated areas where large abattoirs are typically located.

e. Livestock must sometimes be ‘stored’ because of unforeseen changes in journey plans due to mechanical breakdown, accidents, road closures, fires, floods, biosecurity restrictions, high traffic volumes, public health directives or customer demands.

7. In removals, incidental storage occurs as part of the transit of goods in a variety of scenarios. For example –

    a. Customer sells a house in Melbourne suburb of Richmond on day 1, but purchase settlement on their new house in Melbourne suburb of Albert Park does not occur until day 3. Goods may sit at the removalists warehouse (on or off the truck) in incidental storage until they can be delivered to the new property upon settlement.

    b. Customer moving from house in Sydney to Perth. Goods packed and transported to removalists depot in Sydney where they sit in incidental storage for several days (potentially up to a week) until they are able to get a booking on a freight train to Perth. Alternatively, goods may be in incidental storage at the rail freight depot awaiting a standby booking.

    c. Customer moving from Cairns to Melbourne. Goods may be packed and transported to Brisbane where they sit at depot (incidental storage) until linehaul carrier collects as part of larger freight delivery to Melbourne. Goods may again sit in storage for a day or two in Melbourne until collected by local Removalists for delivery to Melbourne address. There may be several days of incidental storage at both Brisbane and Melbourne depots.

    d. As above, but the customer who is moving Cairns to Melbourne will take two weeks to travel to Melbourne. Goods picked up in Cairns and delivered two weeks later to Melbourne. Goods considered in transit for two weeks and any storage of those goods during that time would be considered incidental.

    e. Overseas moves - goods may sit in incidental storage for long periods of time awaiting space with shipping line. Current wait times for space on international freight lines are lengthy and unpredictable. Goods may sit in incidental storage for weeks or months.

8. The attached product disclosure statements / policies illustrate that storage is included in existing products:

    a. Zurich / CGU product disclosure statement illustrates an insurance policy for customer goods in removalist transit and storage. Clause 1.7 includes any storage which is incidental to the transit.

    b. Cargo Inland Policy:

        i. Clause 1.3.2 notes incidental storage as automatically included in the cover, including circumstances such as awaiting at a depot or intermodal terminal to change conveyance for general freight, or awaiting in stockyards to be loaded onto an overseas vessel for livestock export.

        ii. Clause 1.5 includes temporary resting / spelling of livestock for 7 days mid transit.

    c. Carriers Cargo Policy includes, on page 12, defining transit as including incidental storage, including resting / spelling of livestock for 7 days mid transit.

9. **Recommendation:** The ATA, ALRTA and AFRA recommend that s12J be amended as follows –

> **12J Meaning of *add-on transport and delivery insurance product***
>
> An ***add-on transport and delivery insurance product*** is an add-on insurance product that provides insurance cover (whether or not the cover is restricted) in respect of the loss of, or damage to, any matter or thing in the course of the transport, ~~or~~ delivery or incidental storage of the matter or thing.

10. Submission contact –

Bill McKinley	ATA Chief of Staff	bill.mckinley@truck.net.au
Simone Hill	AFRA Executive Director	ceo@afra.com.au
Mathew Munro	ALRTA Executive Director	mathew@alrta.org.au

Customer Goods In Transit and Storage Insurance

Product Disclosure Statement

Preparation date: 11 January 2021
Effective date: 18 February 2021

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About Your Customer Goods in Transit and Storage Insurance

About the Insurers

This product is jointly issued by the Insurers, Zurich Australian Insurance Limited and Insurance Australia Limited trading as CGU Insurance together the 'insurers'. The insurers are jointly responsible for the content of this PDS.

About Zurich

Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507 of 118 Mount Street, North Sydney 2060, insures the goods in transit and storage cover, other than the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

About CGU

Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as CGU Insurance (CGU) of 181 William Street Melbourne VIC 3000 insures the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

In this document, the Insurers may also be expressed as 'Insurer', 'we', 'us' or 'our'.

To contact Zurich, please call 132 687 or if You need to contact CGU, please call 132 481.

About the Coverholder

The Coverholder of this product is the Removal Company shown on the Certificate of Insurance. A Customer of the Removal Company, also referred to as "You" in this PDS, has a right to recover under the insurance policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the Coverholder is able to vary or cancel the policy, however You can also make decisions that affect whether You are covered by the policy, for example, by choosing whether or not to request the Removal Company to insure Your Goods.

About this Product Disclosure Statement

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance.

This PDS is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help You to:

- decide whether this product will meet Your needs; and
- compare this product with other products You may be considering.

Please keep this PDS in a safe place.

The information contained in this PDS is general information only.

Who to contact

Your first point of contact about Your insurance coverage should be Your Removal Company. If they cannot answer Your enquiry, You can contact Cowden (VIC) Pty Ltd (of whom Your Removal Company is an authorised representative) by telephone (03) 9686 6500, email insurance.vic@cowden.com.au, facsimile (03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

Customer Goods in Transit and Storage Insurance

This Customer Goods in Transit and Storage Insurance is designed for domestic or other removals either within Australia, from Australia to selected destinations overseas or international removals where coverage has been arranged in Australia.

You may select from a number of cover options for loss or damage to Your Goods.

Full Cover

Full Cover insures You for all Accidental loss or damage to Your Goods during transit from any external cause, including Accidental damage during packing, loading and unloading by the Removal Company.

Restricted Cover

Restricted Cover only provides coverage for Accidental loss or damage which occurs as a result of:

- Fire, explosion, lightning or flood;
- Overturning, jackknifing and/or derailment of conveyance;
- Collision of vessel, aircraft or conveyance;
- Crashing or forced landing of any aircraft;
- Stranding, sinking, or contact of vessel with any external object other than water;
- Entry of water into any vessel, hold, container liftvan or place of storage;
- Discharge of goods at a port of distress;
- Jettison of goods from a vessel; or
- Theft, Pilferage or Non delivery of an entire package or item.

Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

- Fire, lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion;
- Explosion and impact damage; or
- Burglary – Limited to $25,000 per customer.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that You should be aware of when deciding whether to be covered by this product. These may affect the amount of the payment that we will make to You if You have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of the insured value, or some other amount, factor or item specified in the relevant clause within this document.

The Coverholder may vary the policy with our consent and alter the cover under the policy. If that occurs, we will issue a new PDS, provide a PDS update or otherwise advise You of any such changes in accordance with applicable laws.

It is a condition of provision of cover in respect of a Customer under the policy that the Coverholder obtains the agreed information in the Insurance Declaration from each Customer before cover is provided to that Customer and, subject to the provisions of the Insurance Contracts Act 1984 (Cth), we will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer. For these purposes we will treat You as if You did owe a duty of disclosure to us (see Special Condition 6.12 Applications for Cover).

Make sure you have the cover you need

You should consider the appropriate amounts and risks for which You need to be insured. If You do not obtain adequate coverage for the relevant risks, You may have to bear any uninsured losses Yourself.

Refer to "Basis of Settlement" below.

Basis of Settlement

You can choose whether Your Goods are insured on a "Replacement Cost" basis or for "Market Value".

Under the Replacement Cost basis, if Your Goods are lost or totally destroyed, You receive the new replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value subject to the customer's total declared value.

Under the Market Value basis, You only receive the replacement cost less a reasonable allowance for age, condition wear, tear and depreciation.

The correct Basis of Settlement selection is vital as an incorrect selection may possibly leave You without sufficient funds to cover Your loss.

If Your Goods are damaged, the reasonable cost of repair will be covered for an accepted claim regardless of which Basis of Settlement You have elected.

The following table sets out the Basis of Settlement and restrictions for specific items:

Item	**Basis of settlement / restrictions**
Computers and computer accessories Clothing Motor vehicles, motor bikes, caravans, boats and trailers	Market value only
Office, hotel, factory and any other business goods including plant and machinery	The lesser of the invoice value or the market value of Your Goods at the time of loss plus insurance, packing and freight
Pairs and sets	Only the lost or damaged part or parts covered
Antique(s), works of art and fine art	Reasonable cost of repair but not any depreciation or loss of value caused by the loss or damage. Maximum 10% of the declared value of the item for any depreciation or loss of value as a result of the repairs
Motor vehicles or motor bikes being driven under their own power	Not covered unless being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent's premises
Valuables worth more than $1,000	Limited to a maximum of $1,000 unless each item is specifically declared and valued in Your Insurance Declaration
Owner packed cartons	Maximum of $500 per carton for non delivery unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of transit. Goods packed by You are insured only for restricted cover unless otherwise agreed and noted on the Certificate of Insurance

Additional Benefits Covered

The following additional policy benefits are automatically included and provide cover for amounts in excess of the declared value. For full particulars, please refer to Additional Benefits Covered on page 11.

Additional Benefits Covered	
General Average	In relation to transit by sea, cover for general average including salvage charges
Temporary Accommodation	The reasonable cost of temporary accommodation costs of $200 per day for 30 days or until Your Goods are delivered, whichever occurs first, as a result of an insured risk and Customer's Goods not delivered by the contracted delivery date

Excesses can apply

A Customer Excess applies under the policy. This excess is not an additional fee charged by us at the time of making a claim. Rather it is the uninsured first portion of a loss for which You are otherwise covered. The Removal Company must pay the first $2,000 in respect of a claim and You must pay the amount shown in the Certificate of Insurance.

Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage arising out of:

- Wear and tear, moths, vermin infestation, corrosion, contamination or deterioration;
- Mould, mildew or fungus, unless caused by an insured event and not otherwise excluded, except if agreed and noted on the Certificate of Insurance;
- Terrorism (storage risk only).

Some of the exclusions may be less common. Before making a decision about whether to obtain the benefit of coverage under this product, You should read the full details of all relevant exclusions.

Please refer to 'Exclusions From and Limitations of Cover' on page 13 for full details of these.

Special Conditions

Special conditions applicable to this product include conditions that apply in certain circumstances as well as Your obligations with which You need to comply. Please refer Special Conditions from page 15.

Special conditions include the following:

Termination of Authorised Representative Agreement	If the Removal Company is no longer an authorised representative for one of the reasons listed, the Insurers agree to manage and settle claims direct with the Customer
Loss of Customers' Pre Paid Removal Costs and Pre Paid Removal Deposits	In event of Removal Company liquidation, receivership, administration or bankruptcy, where the Removal Company does not perform the removal, this covers the refund of any such pre-paid amounts, where nominated

You should make yourself aware of all the terms and conditions that apply. If You do not meet them, we may be able to decline Your claim or reduce the claim payment.

Change of circumstances

You should also notify the Removal Company or us as soon as possible when Your circumstances change if they are relevant to Your cover. For instance, if You change the destination Your Goods are to be delivered to or You purchase or store additional goods. If You do not tell Your Removal Company or us of these changes, in the event of a claim You may not receive sufficient funds to cover Your loss.

Duty of Disclosure

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

Duty of Disclosure under the Insurance Contracts Act 1984

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;
- is common knowledge;
- 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.

Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, You have an obligation to disclose to us every material circumstance which is known to You and/or which in the ordinary course of business ought to be known to You. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

Our contract with the Coverholder

The Insurers and the Coverholder have agreed policy terms. The policy is a contract of insurance between the Coverholder and the Insurers and contains all the details of the cover we provide.

This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the proposal, which is the information provided by the Coverholder to us;
- the Insurance Declaration, which is the information provided by You to us;
- the most current Policy Schedule issued by us. The Policy Schedule is a separate document unique to the Coverholder. It includes any changes, Exclusions, terms and conditions and may amend the policy;
- the most current Certificate of Insurance issued to You by the Removal Company. The Certificate of Insurance is a separate document unique to You. It includes any changes, Exclusions, terms and conditions and may amend the policy; and
- any other changes advised by us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, You are only covered for the cover option and risks shown as covered in the Certificate of Insurance.

How we calculate premiums

The amount we charge to cover Your Goods is made up of a premium and any government taxes and charges applicable.

The amount we charge varies depending on the information we receive from You about the risk to be covered by us. The higher the risk is the higher the charge. Some of the factors impacting the amount charged to cover Your Goods are:

- the value of the goods being removed or stored;
- the basis of settlement You select (market value or replacement value);
- the risk covered (transit and/or storage);
- the distance the goods are transported and/or the period for which the goods are stored; and
- the level of cover selected (Full Cover or Restricted Cover).

How you pay for the cover

The amount You are charged in respect of the insurance cover will be shown on Your Certificate of Insurance.

You must pay the charges in respect of transit insurance when You pay Your removal charges. Your Removal Company will invoice You for the charges in respect of storage insurance at the same time as the storage charges.

Goods and Services Tax

The insured values that You choose should include Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, we will reimburse You the GST component. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise us of Your correct input tax credit percentage where You are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

Cooling-off Period

After You apply for this product and You have received the PDS, You have 21 days to check that the cover meets Your needs. Within this time You may cancel the cover and receive a full refund of any amount paid in respect of the insurance, unless:

- the removal and/or storage of Your Goods has commenced:
- You have made a claim or become entitled to make a claim; or
- You have exercised any right or power You have in respect of Your cover or the policy has ended.

Your request will need to be forwarded to the Removal Company or to the address detailed on the removal contract or invoice.

How to make a claim

If You need to make a claim, please refer to Claims Procedure on page 13. If You have any queries please contact Your Removal Company as soon as possible or Cowden (03) 9686 6500.

Privacy

Zurich and CGU are bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance our products and services and manage claims ('Purposes'). If You do not provide Your information, we may not be able to do those things. By providing us, our representatives or Your intermediary with information, You consent to us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of CGU, Cowden, Your Removal Company, other insurers and reinsurers, our service providers, our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687 and CGU's privacy policy, available at www.cgu.com.au/insurance/privacy-security or by telephoning 132 481, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. They also set out how we handle complaints and how You can access or correct Your details or make a complaint.

General Insurance Code of Practice

Zurich and CGU are signatories to the General Insurance Code of Practice (the Code) and we support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and Your rights under it is available at www.codeofpractice.com.au or by contacting us.

Financial Claims Scheme

Zurich and CGU are insurance companies authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich and CGU are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make s claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au

Complaints and Disputes Resolution process

If You have a complaint about an insurance product we have issued or service You have received from us, please contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500 to initiate the complaint with us. If You are unable to contact Cowden, You can contact Zurich directly on 132 687 or CGU directly on 132 481. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with our initial response, You may use our internal dispute resolution process.

Stage 1 – Handling your Complaint

We will respond to Your complaint within 15 business days provided we have all the necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with You. We will keep You informed of the progress of Your complaint at least every 10 business days unless otherwise agreed.

Stage 2 – Internal Dispute Resolution

If You are not satisfied with our response or we cannot agree on reasonable alternative timeframes, Your complaint will be registered as a dispute and it will be reviewed through our Internal Dispute Resolution process.

We will respond to Your dispute within 15 business days of Your request to review our decision provided we have all necessary information and have completed any investigation required. If we cannot meet this timeframe because additional information or investigation is required, we will seek to agree an alternative timeframe with You. We will keep You informed of the progress of Your dispute at least every 10 business days unless otherwise agreed.

If You are still not satisfied with our response or we cannot agree on reasonable alternative timeframes, You can refer the matter to the External Dispute Resolution.

Stage 3 – External Dispute Resolution

You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time and if we are unable to resolve Your complaint within 45 calendar days from the date You first made Your complaint.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Website: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

Headings

Headings have been included for ease of reference, but do not form part of the policy.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Your Removal Company or us by using the contact details on the back cover of this document. Please note that we may also choose to issue a new PDS or supplementary PDS in other circumstances.

Customer Goods In Transit and Storage Insurance Cover

Each Insurer will provide the cover specified as insured by that Insurer in the Certificate of Insurance in the terms set out in this PDS.

1. Definitions

When used in this PDS, or the Certificate of Insurance, the following definitions will apply:

1.1 Accidental

Accidental means an event that is not intended or expected to happen and is an unintended, unforeseen, unlooked for happening or mishap, which could not reasonably be expected nor designed by You or the Removal Company who has actual knowledge of the means of transportation of Your Goods.

1.2 Certificate of Insurance

Certificate of Insurance means the document provided to the Customer setting out details of the Customer Goods in Transit Insurance.

1.3 Customer

Customer means a person who requests insurance cover under the policy and pays the Insurance Charge specified in the Certificate of Insurance. Customers are third party beneficiaries under the policy in accordance with Section 48 of the Insurance Contracts Act 1984 (Cth).

1.4 Customer's Goods or Your Goods

Customer's Goods or Your Goods means physical property which a Customer has asked the Removal Company to move and/or store including:

(a) Household goods and personal effects of every description including antiques, works of art, fine art, jewellery, motor vehicles, motor bikes, boats, trailers, caravans, removal and shipping costs for such items; and

(b) Office, hotel, factory and any other business contents of every description including computers and all ancillary equipment, plant and machinery.

1.5 Removal Company

Removal Company means the removal company and all its associated and subsidiary or nominated companies, sub-contractors (and their employees) and any freight forwarder, shipping company or airline, rail company and any other agent(s) and subcontractor(s) with whom the removal company has contracted to move a Customer's Goods. The removal company is the Coverholder.

1.6 Storage

Storage means:

(a) any storage of a Customer's Goods at the Customer's request in an authorised warehouse or compound by the Removal Company; and

(b) in respect of overseas transit, storage prior to, during, or after Transit is covered for a maximum of 30 days at uplift and 60 days after arrival of the ship at destination. Subject to payment of an additional charge the policy can be extended for further periods by giving notice to the Removal Company prior to expiry of the agreed storage period.

1.7 Transit

Transit means all conveyances including road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when a Customer's Goods are first moved and/or uplifted within the house, office, hotel, factory or any other business by the Removal Company for the purpose of transit and ceases when a Customer's Goods are last moved by the Removal Company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of a Customer's Goods by the Removal Company at uplift or delivery and any storage which is incidental to the transit.

1.8 You or Your

You or Your means the Customer.

2. Risks Covered

Where the Customer has requested the Removal Company to insure the Customer's Goods, depending on the risks and period of cover and basis of settlement selected by the Customer, this policy insures the Customer's Goods as set out below:

2.1 Full Cover

Full Cover insures all Accidental loss or damage to the insured Customer's Goods during Transit from any external cause including Accidental damage during packing, loading and unloading by the Removal Company or its representatives, except where such loss or damage is excluded in Clause 4. "Exclusions From and Limitations on Cover". However, regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

2.2 Restricted Cover

Restricted Cover insures loss or damage to the Customer's Goods during Transit resulting from:

(a) Fire, explosion, lightning or flood;

(b) Overturning, jackknifing and/or derailment of conveyance;

(c) Collision of vessel, aircraft or conveyance;

(d) Crashing or forced landing of any aircraft;

(e) Stranding, sinking, or contact of vessel with any external object other than water;

(f) Entry of water into any vessel, hold, container liftvan or place of storage;

(g) Discharge of goods at a port of distress;

(h) Jettison of goods from a vessel; or

(i) Theft, Pilferage or Non delivery of an entire package or item.

2.3 Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

(a) Fire, lightning;

(b) Aircraft;

(c) Earthquake;

(d) Storm and tempest, flood, water from fixed pipes or systems;

(e) Riots, strikes and civil commotion;

(f) Explosion and impact damage; or

(g) Burglary – Limited to $25,000 per customer.

2.4 Additional Benefits Covered

In addition to the cover set out above under Full Cover and Restricted Cover:

2.4.1 General Average

In relation to transit by sea, You are covered for general average including salvage charges. adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

2.4.2 Temporary Accommodation

Where loss or damage occurs as a result of an insured risk under the policy and as a result the insured Customer's Goods have not been delivered to the residential destination by the contracted delivery date, the policy will cover the reasonable cost of temporary accommodation costs of $200 per day and will cease at either the delivery of the goods to the destination or a maximum period of 30 days whichever occurs first. This payment will be in addition to the total declared value.

3. Basis of Settlement

Depending on the Basis of Settlement selected by the Customer, if loss or damage occurs as a result of an insured risk, the Insurers will pay the Replacement Cost or Market Value as applicable, up to the declared value of any item (and subject to the restrictions set out below):

3.1 Replacement Cost

Replacement Cost means:

(a) In the event of damage, the reasonable cost of repairs or restoration.

(b) For any items lost or totally destroyed, full replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value.

Regardless of which Basis of Settlement is selected, the Insurers will only pay Market Value for the following items:

(i) computers and computer accessories;

(ii) clothing; and

(iii) motor vehicles, motor bikes, caravans, boats and trailers.

3.2 Market Value

Market Value means:

(a) in the event of damage, the reasonable cost of repairs or restoration; or

(b) for any items lost or totally destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

3.3 Office, hotel, factory and any other business goods including plant and machinery

For office, hotel, factory and any other business goods, including plant and machinery, the Insurers will only pay:

(a) the lesser of the invoice value or the market value of the goods at the time of loss; and

(b) agreed charges for insurance, packing and freight.

3.4 Pairs and sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, unless otherwise agreed and noted in the Certificate of Insurance, the policy only covers the lost or damaged part or parts. The Insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value.

3.5 Antique(s), works of art and fine art

For antique(s), works of art and fine art, the Insurers will only pay the reasonable costs of repair and will not pay any depreciation or loss of value caused by the loss or damage. In addition to this, should there be any depreciation or loss of value as a result of the repairs, subject to an independent and approved valuation, the Insurers will pay a maximum amount of 10% of the declared value of the item for any depreciation or loss of value.

3.6 Excess

The Removal Company must pay the first amount of the Removal Company Excess shown in the Certificate of Insurance in respect of any one claim in accordance with the policy and the Customer must contribute the Customer Excess shown in the Certificate of Insurance.

4. Exclusions From and Limitations on Cover

4.1 Motor vehicles

The policy does not cover motor vehicles or motor bikes while they are being driven under their own power unless they are being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent's premises.

4.2 Valuables

The policy does not cover loss or damage to any antique, curio, piece of jewellery, plate, precious object, work of art, fine art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the Removal Company, the value of which exceeds $1,000 (or other agreed limit noted on the Certificate of Insurance) unless each item is specifically declared and valued on the list of items to be insured on the Insurance Declaration.

4.3 Owner packed cartons

Non-delivery of an owner packed carton is limited to $500 per carton unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of the Transit. Regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

4.4 Exclusions

4.4.1 The policy does not cover loss or damage or expense caused by:

(a) delay, loss of use of property or any other form of consequential loss of any description;

(b) loss of data of any description from computer hardware or software;

(c) confiscation or detention by customs or other official or authorities;

(d) wear and tear, moths, vermin, infestation, corrosion, contamination or deterioration;

(e) mould, mildew or fungus;

(f) atmospheric or climatic conditions unless agreed and noted on the Certificate of Insurance;

(g) inherent vice or nature of the subject matter or vibration;

(h) mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred unless agreed and noted on the Certificate of Insurance; or

(i) nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

4.4.2 The policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means 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 organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the Customer's Goods caused by any terrorist or any person acting from a political motive, from when the Customer's Goods are first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the Customer's Goods are last moved in being delivered at the destination, or at any earlier point where the ordinary course of Transit is interrupted by the Customer.

4.4.3 This policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or any action taken by you in response to a regulatory authority's response to a Communicable Disease, its potential consequences or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

(a) for a Communicable Disease, or

(b) any property insured hereunder that is affected by such Communicable Disease.

For the purposes of this clause, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

(i) 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

(ii) 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

(iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

and includes, but is not limited to, a disease that is or becomes listed on the National Notifiable Disease List and/or is or becomes a temporary addition to the National Notifiable Disease List and/or has or could give rise to a public health event of national significance and/or is or becomes a listed human disease (where National Notifiable Disease List means the list established and in force from time to time under section 11 of the National Health Security Act 2007 (Cth) and listed human disease has the meaning given by section 42 of the Biosecurity Act 2015 (Cth), or in each case any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia).

5. Claims Procedure

5.1 As soon as possible after the happening of any event which may give rise to a claim under the policy, the Customer must:

(a) take all reasonable steps to prevent any further loss or damage;

(b) note details of any loss or damage on the Removal Company's inventory and/or condition report;

(c) contact the Removal Company to notify the claim; and

(d) within 30 days of receipt of the goods or any extension period agreed by the Removal Company lodge a claim with the Removal Company (using any form provided by the Removal Company).

5.2 The Customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the Removal Company or the Insurers.

5.3 The Removal Company or the Insurers, at its or their expense, may appoint a loss assessor to inspect damaged goods.

5.4 The Removal Company may settle claims under this policy under instructions from the Insurers. If the claim is for more than the amount of the Removal Company Excess shown in the Certificate of Insurance, the Removal Company must send to the applicable Insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

6. Special Conditions

6.1 Goods and Services Tax

If the Customer is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the Insurers will pay the Customer for that GST liability.

However:

(a) where the Insurers make a payment under the policy for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer is or will be or would have been entitled under the Goods and Services Tax Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made.

(b) Where the Insurers make a payment under the policy as compensation for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer would have been entitled to under the Goods and Services Tax Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

6.2 Termination of Authorised Representative Agreement

In the event that the Removal Company's authorised representative agreement is terminated by its financial services licensee for any breach in that arrangement as a result of the Removal Company:

(a) breaching any laws, regulations and codes of practice which apply to general insurance;

(b) being the subject of a banning order or disqualification from providing financial services;

(c) committing any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures with which the licensee and / or the Australian Furniture Removers Association from time to time requires the Removal Company to comply;

(d) acting in a manner which is unprofessional, unethical or likely to harm the professional standing of the licensee;

(e) undergoing a material change in its management, control or beneficial ownership;

(f) going into liquidation or having a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becoming bankrupt- immediately; or

(g) being an individual dying or suffering permanent and total disablement,

the Insurers agree to manage and settle direct with the Customer all claims outstanding or which become payable under the policy had it not been for the termination of the agreement. The Insurers further agree to pay to the Customer all amounts without reference to the Removal Company Excess stated in the Certificate of Insurance. The Insurers will deduct from the final agreed amount, the Customer Excess nominated in the Certificate of Insurance or this Product Disclosure Statement.

For all amounts paid under this Condition by the Insurers below the Removal Company Excess, the Insurers shall be entitled to any rights and remedies or relief to which they may become entitled by subrogation against the Removal Company or any corporation or organisation (including its directors, officers) owned or controlled by any Insured named in the policy or subsidiary to any Insured named in the policy excluding Customers.

6.3 Loss of Customer's Pre-Paid Removal Costs and Pre-Paid Removal Deposits

In the event that:

(a) a Customer of the Removal Company has pre-paid their removal costs or pre-paid a deposit for their removal costs to the Removal Company prior to commencement of the uplift and transportation of the Customer's Goods; and

(b) the Customer has insured and nominated the removal and freight cost on their Insurance Declaration; and

(c) the Removal company is placed into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual becomes bankrupt, where the Removal Company does not perform the removal,

then the Insurers will refund to the Customer any such pre-paid amounts.

6.4 Mitigating Actions

In case of actual or imminent loss or damage, it shall be lawful and necessary for the removal company or Insurer, their factors, servants or assigns, to take steps to mitigate loss for in and about the defence, safeguard and recovery of the Customer's Goods, or any part of it, without prejudice to this insurance nor shall the acts of the Removal Company or the Insurers in recovering, saving and preserving the Customer's Goods in case of loss or damage, be considered a waiver of acceptance of liability, and for charges in respect of such acts, the Insurers will contribute according to the rate and quantity of the insured value stated in the Insurance Declaration.

6.5 Reasonable Care

The Customer must take all reasonable care to prevent or minimize any loss or damage covered under the policy.

6.6 Subrogation

The Insurers are entitled to exercise any rights the Customer may have against anyone else in relation to goods in respect of which the Insurers have paid any amount under the policy. The Customer and anyone else entitled to claim under the policy must cooperate fully with the Insurers in exercising those rights and must give the Insurers any information or assistance they may require.

6.7 Salvage in the Event of a Constructive or Total Loss

Where the Insurers or the Removal Company pay a claim in full for an item under the policy as a constructive or total loss for either its declared or market value, the Insurers or the Removal Company are entitled to take possession of the item and retain any salvage value. In the event that this right is exercised it is agreed that the Customer will have automatic first choice to purchase the salvaged item.

6.8 Date of Loss Customer's Goods – Storage

In respect of Customer's Goods in Storage the date of loss or damage will be deemed to be the date the loss or damage was discovered and will attach to the Coverholder's policy which is current at the time of the discovery of the loss or damage.

6.9 Storage Insurance Cancellation

Storage insurance may be cancelled by the Customer at any time on giving written notice to the Removal Company. Such cancellation shall become effective on the day on which the written notice of cancellation is received by the Removal Company.

6.10 Proper law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

References to any Commonwealth, State or Territory Acts including any quoted Sections of same, when used within this policy will also include any subsequent amendment, replacement or successor legislation of those Acts and/or Sections references.

6.11 Sanctions regulation

Notwithstanding any other terms or conditions under this policy, the Insurers shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions, law or regulation.

6.12 Applications for Cover

It is a condition of provision of cover in respect of a Customer under this policy that the Removal Company obtain an Insurance Declaration from each Customer, in the form the Insurers make available, before cover is provided to that Customer and the Insurers will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer other than as set out in Special Condition 6.13 Errors and Omissions. For these purposes the Insurers will treat a Customer as if they did owe a duty of disclosure to the Insurers and, without limitation, will exercise any powers in respect of non-payment of benefits or cancellation of cover which the Insurers could exercise under law if a Customer did owe the Insurers a duty of disclosure.

6.13 Errors and Omissions

If there is any error or omission by the Coverholder in the making of any declaration or issuing the standard terms and conditions or insurance conditions of the removal contract, the Customer's Goods shall automatically be covered by this policy, provided the error or omission is advised to the Insurers immediately it comes to the Coverholder's knowledge. In this event, this policy will only insure the liability of the Coverholder as if the goods were carried under the Coverholder's standard removal contract and/or insurance conditions.

Zurich Australian Insurance Limited
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Client enquiries
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CARGO PROTECT

Powered by NTI

Inland Cargo Insurance Policy

Effectve Date: **24 April 2017**

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contract of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

NTI193C(24/4/2017)

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INTRODUCTION

Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance.

You must also ensure that all details as shown in Your Policy Schedule are correct.

Let Us know immediately if You need any changes.

If You do not understand any part of the policy, please contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy, (the standard Cover provided can be affected by the following);
- the rest of this "Introduction" section – this sets out the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" set out the general exclusions and limitations that apply to the Cover and benefits;
- the "General Conditions" and "Claims Responsibilities" sections – these set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with – these contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

Insurers

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

'We', 'Us', 'Our', 'Underwriter', or 'Insurer' means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

National Transport Insurance

Marine Protect is powered by NTI, Australia's specialist insurer with over 45 years of experience in the insurance industry. With an award winning claims service, You can count on NTI to protect You and Your business. Two of Australia's leading general insurers – Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

Our Inland Cargo Product Options

Marine Protect Inland Cargo product is intended for owners of Cargo or senders or receivers who have an insurable interest in the Cargo whilst being transported inland within Australia.

The **Product Features summary table** on the next page will give you more information but full details of the Coverage and limitations can be found in the main Policy Wording later in this document, which You should read.

INTRODUCTION

Inland Cargo

Cover

The protection provided for Your Insured Goods that are lost or damaged whilst in Insured Transit within Australia during the Period of Insurance.

Cover Options

Accidental Damage – Cover Option 1
Loss or damage to Your Insured Goods resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Insured Transit.

Insured Perils (limited cover) – Cover Option 2
Loss or damage to Your Insured Goods during Insured Transit resulting from a listed Insured Peril.

A series of optional extensions are available to extend Your basic cover which can include theft, and loading/unloading.

Additional Benefits

Automatic Coverage extensions if a claim is accepted under one of the above Cover options:

Annual Transits only	
Accumulation	Acquired Companies
Automatic Reinstatement	Buyers or Sellers Contingency
Bunker clause	Bunker clause
Tools of Trade	
Annual or Single Transits	
Brands, Labels and Packaging	Shipping Container
Cargo ISM forwarding	Deck Cargo
Debris Removal	Duty, Tax and excise payable
Delayed Unpacking 90 days	Expediting expenses
Fumigation and decontamination damage	Fumigation, quarantine and decontamination expenses
General Average and Salvage	Insolvency of Carrier
Loss of Information/Data/Media	Pollution Hazard
Resecuring	Sealed Shipping Container
Sorting charges	Strikes and diversion expenses
Livestock –Mustering, Wandering off, Agistment	Additional Expenses clause – Clothing & Fashion Goods or Printed Matter

Optional Extensions

Optional Coverage extensions are available if noted on Your Policy Schedule:

- Travellers' Samples;
- Tools of Trade;
- Exhibition clause.

Circumstances when You are not Covered

All insurance policies have exclusions and conditions and You should read the full Policy wording to familiarise Yourself with the details of these important conditions and exclusions.

Some of the things We will not pay for include:

- **Certain Causes of Loss :** ordinary wear and tear, electrical or mechanical failure, rust, etc.
- **Excluded Goods :** Cash, credit cards, deeds, tickets, jewellery, precious stones watches, precious gems, metals or bullion, etc.

Excess

When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim. Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess.

INTRODUCTION

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (if applicable) 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

Where the Insurance Contracts Act applies: 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.

Where the Marine Insurance Act 1909 applies: if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

Who must tell Us?

Everyone who is insured under the Policy is required to comply with the duty of disclosure, including Your broker or Your agent.

Alteration of Risk

Where the Insurance Contracts Act applies

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the Goods carried) in a way that would increase the risk of loss or damage occurring You must notify Us immediately in writing. If We agree to the change We will do so in writing and You must pay Us any additional Premium We require.

Where the Marine Insurance Act applies

You must give Us immediate notice in writing if there is any material change in the circumstances or nature of the risks covered by this Policy, or no claim arising after the change shall be payable unless We have agreed to the change in writing.

Premium and Costs – How the Premium is calculated

Your Premium may be calculated using all or some of the following:

- Your Annual Sendings and/or Turnover;
- The types and value of Goods to be insured;
- Where the Goods are to be transported to and from, the mode of transport and distance;
- Sum Insured and Limit of Liability;
- Your insurance and claim/incident history and experience;
- Type of cover or extensions of cover chosen;
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

The Original Annual Premium is a deposit Premium which is adjustable at the end of the Policy period but in all cases a minimum Premium applies. If You fail to pay the Premium We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

INTRODUCTION

Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund Premium for each day of the unexpired Period of Insurance, less any applicable minimum premium.

The daily Premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

Where the Marine Insurance Act 1909 applies, We may cancel the Policy in the event of any non-payment of the Premium or for any other reason available at law. Details are outlined in the Cancellation clause in the Conditions area. In any case, Cancellation will be effective from 4 pm of the day on which the notice of cancellation is effective.

Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information, however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate you must contact us to update your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If you need to make a complaint about your personal information or make a complaint about a privacy breach you can do so by phoning us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003. A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at **www.nti.com.au**.

Resolving Your Complaints

What You do and who You contact if You have a complaint or dispute involving us:

If You have a complaint or dispute about Your insurance policy, decisions on Your claim or the service You have received from Us or one of Our authorised representatives, You may access Our Internal Dispute Resolution process.

The first step is to contact Your closest NTI office. Contact details can be obtained by visiting **www.nti.com.au** and a brochure on Our Dispute Resolution System is available from all NTI offices.

Internal Dispute Resolution – Complaints

Once You contact Us, Our staff will help You in every way they can. If You are not satisfied with the outcome Your complaint will be referred to the staff member's supervisor who will deal with it promptly.

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review.

To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

INTRODUCTION

Internal Dispute Resolution – Disputes

We will notify You of the name and contact details of the employee assigned to liaise with You in relation to Your dispute. That employee will acknowledge receipt of Your dispute in writing, usually within 5 working days.

Provided that We have all the necessary information and no investigations are in progress, a final decision on Your dispute will be forwarded to You in writing, usually within 15 working days. Where further information or investigation are required, We will endeavour to agree a reasonable time frame extension with You.

We have 45 days to respond from the date that Your complaint is received.

Our response will include:

a. reasons for Our decision;

b. information about how to access Our External Disputes Resolution (EDR) Scheme; and

c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 45 days, We will inform you of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 45 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority
National Toll Free number 1800 931 678
GPO Box 3 Melbourne VIC 3001 Email: info@AFCA.org.au Web: www.afca.org.au

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

INTRODUCTION

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: **www.codeofpractice.com.au.**

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website **www.nti.com.au** or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at **www.insurancecouncil.com.au**.

GENERAL DEFINITIONS TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

Word	Meaning
Accident/ Accidental	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Goods.
Agist or Agistment	means a temporary place of safe holding for Livestock including the provision of feed and water, veterinary and animal husbandry services, if required.
Basis of Valuation	means the agreed formula that will be used to calculate the value of the Insured Goods. This will be the basis for any premium calculation or claim settlement. This is as stated in this Policy under the heading "How Much We Will Pay" unless otherwise stated in Your Policy Schedule.
Bloodstock	means thoroughbred horses used for racing, competition and/or breeding.
Break Bulk Cargo	means general cargo that is not Bulk Cargo (which is trimmed, such as grain or oil) and which is not containerised but is stowed and shipped in general cargo ships.
Bulk Cargo	means Goods that are not transported in containers (or otherwise packaged) but does not include break bulk cargo.
Stud Stock	means male animals of a particular breed, strain or stock within a species used for the continuance or improvement of a breeding line, including but not limited to bulls, rams, bucks and hogs.
Cargo Consolidator	means an individual or company which groups together goods from different shipments or companies into one or more shipments.
Collision/ Impact	means violent striking or violent contact of one object against another, except to a road, gutter or similar surface but not between the Goods and the Conveyance/Conveying Vehicle, other than in the event of jack knifing of a Conveying Vehicle..
Conveyance/ Conveying Vehicle	means any motor vehicle, road transport vehicle, train , ship, vessel, aircraft or postal service transport used to transport the Insured Goods, or as otherwise specified in the Policy Schedule.
Cover(s) / Covered /Coverage	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
Deliberate Third Party Act	means the deliberate act of any person or organisation, including Federal, State or Local regulatory authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: a. committed by You or Your employee; or b. committed with Your knowledge or connivance; or c. that was the result of Your lack of due diligence.
Deck Cargo	means Goods carried on board a ship/vessel which are exposed to weather and the elements and not protected within a fully enclosed: a. vessel hold space; or b. Shipping Container; or c. Vehicle trailer.
Effective Date	means the date and time specified in Your Policy Schedule from which You are Covered.

GENERAL DEFINITIONS TO THIS POLICY

Word	Meaning
Excess	means the amount You must pay towards a claim, as specified in the Policy Schedule or otherwise in this Policy. Where an Excess is expressed as a: a. specified sum – it means the amount specified; and b. percentage – it means the monetary equivalent of such percentage.
Flood	means: a. a temporary condition of partial or complete inundation of normally dry land by water resulting from: i. overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or ii. an accumulation or flowing of water on the ground resulting from precipitation; or b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or c. water discharged from sewerage or waste water systems due to pressure induced by floodwater.
General Average	means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property at risk at a time of peril in a common maritime adventure.
Geographical Limit(s)	means the geographical area specified in Your Policy Schedule.
Goods or Insured Goods or Cargo or Interest Insured	means the Goods or merchandise (including packaging) that You own or are contractually responsible for, as described in the Policy Schedule, including: 1. any return Goods, inwards or outwards; and 2. Stock Transfers. We do **not Cover** the following, unless You declared them and they are specifically listed in Your Policy Schedule, or agreed in writing by Us: a) domestic furniture, household goods, personal effects; b) frozen and/or chilled meat, seafood or foodstuffs; c) Livestock or live animals; d) works of art or antiques; e) precious metals and stones, money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money or title; f) plant, machinery and computers (which are not the primary Insured Goods) where the limit any one Conveyance or location exceeds $25,000; g) Tools of Trade, Travellers' Samples other than those covered by the additional automatic benefits included in this policy;

GENERAL DEFINITIONS TO THIS POLICY

Word	Meaning
Goods or Insured Goods or Cargo or Interest Insured (continued)	h) portable data storage or communication devices including but not limited to computers, printers, scanners, readers, recorders, cameras or projectors, digital assistants, measuring devices and mobile telephones owned or used by You, Your employees, travelling salesmen or agents; i) radioactive or explosive goods; j) Bloodstock and Studstock; k) live plants; l) cigarettes or tobacco products; m) Bulk Cargo.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Insurance Proposal	means the particulars of insurance completed by You, as Your application for insurance, including any broker submission, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
Institute Clauses	means the customary market standard wordings prepared by the Institute of London Underwriters, excluding any provision which identifies English law, practice or jurisdiction as being applicable.
Insured Transit	means the Geographical Limits as outlined under the heading "Insured Transit" in Your Policy Schedule and as varied in this Policy. Depending on the nature of the Policy this could be for a single trip or voyage or multiple trips or voyages.
Limit of Liability	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the limit of the amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).
Livestock	means any domesticated herd animal or poultry raised for home use or profit or commercial purposes but not kept as a pet, as described in the Policy Schedule. For example: sheep, goats, pigs, cattle and chickens. Livestock does not include Bloodstock, Stud Stock, native wild animals, aquatic or amphibian animals or reptiles.
National Transport Insurance (NTI)	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
Parturient	means bearing or about to bear young – being in a pregnant condition.
Premium	means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
Period of Insurance	means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy.

GENERAL DEFINITIONS TO THIS POLICY

Word	Meaning
Period of Insurance (continued)	Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located, unless another time is noted in Your Policy Schedule. For **Single Transit** Policies, Period of Insurance means the dates in Your Policy Schedule shown as "Insured From" from which We provide Cover under Your Policy and expires when the Insured Transit is complete.
Policy	means this document and Your Policy Schedule the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
Policy Schedule	means the most current Cover details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
Salvage	means the physical act of recovering Your Goods which have been lost or damaged.
Salvage Value	means the value of what is left of Your Goods after it has suffered loss or damage.
Sendings	means the total value of Your Goods (in accordance with the Policy Basis of Valuation(s)) received, sent, consigned, transferred or otherwise moved during the Period of Insurance.
Shipping Container	means an Intermodal ISO shipping container (including flat-rack, bolster, tank or bulk container) used to move Insured Goods. In relation to shipments by aircraft, Shipping Container will include any IATA (International Air Transport Association) standard Unit Load Device (ULD).
Stock Transfers	means movement of the Goods by You when the Goods are not subject to a sales or purchase contract including inter-company or branch transfers or shipments.
Subject Matter Insured	means the same as Goods (or Insured Goods or Cargo or Interest Insured).
Sum Insured	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the limit of the amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).
Terrorism	means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
Tools of Trade	means tools which enable You or Your employees to carry out Your normal business operation, but excluding: mobile phones, pagers, laptops/notebooks/handheld or other personal computers, personal property, cash and credit cards.
Travellers' Samples	means pieces or portions of Your Goods carried by Your sales employees for the purpose of demonstration to prospective customers.
Underdeck Goods/ Below Deck Cargo	means Goods carried in a fully enclosed vessel hold space.
We/Our/Ours/Us/ NTI Underwriter/ Insurer	means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
You/Your/Yours /Insured/Assured	means the client (person or company) named in the Policy Schedule.

OUR AGREEMENT WITH YOU

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;

b. the Policy Schedule is a separate document and shows the Cover details that are relevant to Your Policy;

c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;

d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You, your broker or intermediary subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

Important Things You Should Know

You are only covered for the Cover options of this Policy and optional Extensions and any other endorsed Cover, shown on Your Policy Schedule.

We agree to provide You with the Cover as described in this Policy:

- for the Period of Insurance if Annual Policy type; or
- for the Insured Transit as specified in Your Policy Schedule, if a Single Transit, whichever is noted on Your Policy Schedule.

Should there be any change in circumstances or any change in the nature of the risks which are the basis of the contract, You must advise Us immediately and in writing. We will only be liable (to the extent permitted by law) under this Policy if We have agreed in writing to the change.

INSURED TRANSITS

We will Cover the Goods (of the kind described in Your Policy Schedule) during the Insured Transit within the Geographical Limits and during the Period of Insurance.

When Your Insured Transit(s) commence(s) and terminate(s):

1.1 Goods (other than Livestock or Motor Vehicles)

Cover commences

a. when the Goods are first moved for the purpose of being loaded onto the Conveyance for transit to a destination outside the premises,

b. and continues during the ordinary course of transit

Cover terminates

c. on completion of unloading of the Goods from the Conveyance in or at the final warehouse or place of storage at the contracted destination; or

d. on completion of unloading of the Goods from the Conveyance in or at the final warehouse or place of storage whether prior to or at the contracted destination, which You or Your employees elect to use either for storage (other than in the ordinary course of transit) or for allocation or distribution; or

e. when You, Your employees or agents elect to use any Conveyance or Shipping Container for storage other than in the ordinary course of transit;

f. on the expiry of seventy two (72) hours after unloading from the final Conveyance but before delivery in to the final warehouse.

whichever shall first occur.

1.2 Motor Vehicle(s)

Cover Commences

a. when the motor vehicle(s) is first moved from a point that is no more than 1km from the Conveyance or Shipping Container for the purpose of loading into the Shipping Container or onto the Conveyance,

b. and continues during the ordinary course of transit; and

Cover Terminates

c. when the Motor Vehicle(s), having been unloaded from the Shipping Container or Conveyance, is parked in the receiver's premises (or on the loading dock), within 1km of the Conveyance or Shipping Container.

1.3 Additional Transit Covers – (applicable to Goods other than Livestock)

1.3.1 The Insured Transits shall include:

a. any Insured Goods at the risk of the Insured in transit to the premises of any packer or Cargo Consolidator, whilst there being packed/consolidated and awaiting shipment (up to a maximum of 90 days) and then while in the ordinary course of transit to final destination.

b. any Insured Goods which have been **"shut out"** from the intended Conveyance, whilst waiting at a depot, terminal, warehouse, wharf, quay or pier for transfer to and whilst at another depot, terminal, warehouse, wharf, quay or pier subject to You notifying Us as soon as You become aware of such an event.

c. any Insured Goods which have been **"over-carried"**, until return to the port or place of destination.

1.3.2 Incidental Storage during the Ordinary Course of Transit

Insured Transit includes temporary storage incidental to the ordinary course of transit, which **has** not been requested by You or the buyer/seller of the Goods, but is necessary solely for the purposes of completing the transit.

Notwithstanding the above, in no case, will We Cover storage **outside** of the ordinary course of transit.

INSURED TRANSITS

1.4 Livestock

For Livestock, the Insured Transit commences and terminates:

1.4.1 Sale of Insured Livestock by You

If the Livestock is sold by You, Insured Transit **commences** when

a. each Animal enters the Conveyance or its loading ramp for transport to a place of sale,

b. and continues during the ordinary course of transit, and

c. **terminates** when ownership ceases at the place of sale but not exceeding 48 hours from time of arrival at place of sale.

If the Animal(s) **remains unsold** at place of sale, Cover continues for up to a further 48 hours awaiting transportation and, continues during the ordinary course of return transit to Your premises. Insured Transit terminates when each Animal is discharged from the Conveyance or its loading ramp at its destination.

1.4.2 Purchase of Insured Livestock by You

If the Livestock are purchased by You, Insured Transit **commences** from

a. the time You acquire ownership of each Animal at the place of purchase

b. and continues for a holding period at the place of purchase for up to 48 hours awaiting transportation, and

c. continues during the ordinary course of transit, and

d. **terminates** when each Animal is discharged from the Conveyance or its loading ramp at the destination.

1.4.3 Movement of Insured Livestock to or from showing or veterinary services

If the Livestock are moved for the purpose of showing or veterinary services, Insured Transit **commences** when

a. each Animal enters the Conveyance or its loading ramp for transport to or from a show venue or veterinary premises, and

b. continues during the ordinary course of transit, and

c. whilst held at any show venue or veterinary premises for up to 120 hours, and

d. continues during the ordinary course of return transit to or from Your premises or another premises You advise to us, and

e. **terminates** when each Animal is discharged from the Conveyance or its loading ramp at its destination.

1.4.4 Movement of Insured Livestock to or from Agistment or breeding services

If the Livestock are moved for the purpose of Agistment or breeding services, Insured Transit **commences** when

a. each Animal enters the Conveyance or its loading ramp for transport to or from a place of Agistment or breeding services, and

b. continues during the ordinary course of transit, and

c. **terminates** when each Animal is discharged from the Conveyance or its loading ramp at the destination.

1.5 Temporary Resting During Transit – Livestock

The Insured Transit for Livestock shall include a period of up to 7 days break in the ordinary course of transit to allow discharge of Livestock for the purpose of resting or spelling.

Each of the above clauses under 1.4 and 1.5 will apply to Bloodstock and Studstock, if noted on Your Policy Schedule.

INSURED EVENTS
COVER OPTION 1 - ACCIDENTAL DAMAGE

This cover will only apply if Cover Option 1 is specified in Your Policy Schedule.

All Goods except Livestock and Temperature Controlled Goods

Subject to the terms, conditions, limits and exclusions of this Policy, this insurance Covers Accidental physical loss of or damage to the Goods during the Insured Transit, including:

a. that caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;

b. a Deliberate Third Party Act;

c. that caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of the Insured Transit, unless such packing or preparation was caused, directed, known of or agreed to by You or your employees ("employees" does not include independent contractors), or took place prior to the attachment of this insurance. For the purposes of this insurance, "packing" shall include stowage into a Shipping Container.

Temperature Controlled Goods

Subject always to the Goods being in sound condition at the commencement of the intended Insured Transit, and subject to the terms, conditions, limits and exclusions of this Policy, this Policy Covers Accidental physical loss of or damage to or unexpected deterioration of the Goods during the Insured Transit including caused by:

a. failure, breakdown, malfunction and stoppage of refrigeration machinery;

b. mismanagement or incorrect setting of temperature;

c. strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;

d. Deliberate Third Party Act;

e. insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of the Insured Transit, unless such packing or preparation was caused, directed, known of or agreed to by You or Your employees ("employees" does not include independent contractors), or took place before this Insured Transit commenced. For the purposes of this insurance, "packing" shall include stowage into a Shipping Container.

Where You transport Your own Temperature Controlled Goods, We will not Cover You where You do not properly maintain Your refrigeration machinery.

Livestock

Subject always to the Livestock being in sound condition at the commencement of the Insured Transit, and subject to the terms, conditions, limits and exclusions of this Policy, We Cover:

a. death or injury of Livestock directly caused by Accidental or natural causes or slaughter for humane reasons;

b. theft of Livestock;

c. livestock wandering off and being irretrievably lost following an Accident to the Conveyance;

d. slaughter for humane reasons, injury or death of Livestock caused by or as a result of strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;

e. slaughter for humane reasons, injury or death of Livestock caused by Deliberate Third Party Act.

Transit by Sea/Air – All Goods

If the Insured Transit is by sea or air, this Policy further covers where applicable:

a. physical loss or damage to the Goods, temperature controlled goods and Livestock when in transit by sea, caused by washing overboard, jettison, Collision, grounding, sinking, capsizing of the vessel or a General Average event;

b. physical loss or damage to the Goods, Temperature Controlled Goods and Livestock caused by war or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these whilst the Goods are on board the carrying vessel or aircraft.

INSURED EVENTS
COVER OPTION 2 - INSURED PERILS

This cover will only apply if Cover Option 2 is specified in Your Policy Schedule.

Cover

We will pay for loss or damage, which occurs during the Period of Insurance and Transit to Your Cargo (of the kind specified in Your Policy Schedule) caused by an act of Terrorism or an Insured Peril.

Insured Peril means:

i. fire or explosion;

ii. flood;

iii. collision to a Conveying Vehicle;

iv. overturning of a Conveying Vehicle;

v. jack-knifing of a Conveying Vehicle;

vi. derailment, capsizing or Collision of a Conveyance;

vii. hijack or armed hold up of a Conveying Vehicle;

viii. malicious damage to the Cargo upon a Conveying Vehicle;

ix. cyclone, tornado, hurricane, windstorm, hail or lightning;

x. collapse of bridges or culverts causing damage to the Cargo;

xi. impact of the Cargo carried by the Conveying Vehicle with another vehicle, structure or object but not the ground, water or anything on or a part of the Conveying Vehicle other than jack knifing of a conveying vehicle;

xii. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;

xiii. crashing or forced landing of any aircraft (including an aircraft used to transport the Cargo); or

xiv. where Your Cargo is transported by sea:

1. stranding, sinking, burning, grounding or collision of the Conveyance vessel with any object other than water;
2. General Average and Salvage contribution You are required to pay;
3. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or
4. discharge at a port of distress,

provided Your Cargo is being transported by sea between Australian ports and the places where the Insured Transit commences and terminates are located in Australia.

Automatic Benefit for Refrigerated, temperature controlled, chilled, or perishable Cargo

Where this Cover Option provides cover for chilled, temperature controlled, perishable or refrigerated Cargo, Cover is extended to include deterioration of such Cargo but only if caused by one the above Insured Perils.

Automatic Benefit for Livestock

Where this Cover Option provides cover for Livestock, We Cover death or injury of Livestock, including humane slaughter, but only if caused by one the above Insured Perils.

INSURED EVENTS
COVER OPTION 2 - INSURED PERILS

Optional Extensions to Insured Peril Cover

The following extensions to Insured Peril Cover are not automatically applicable to this Policy. An additional fee is payable if any additional Cover is purchased. Each optional extension to Insured Peril Cover will only apply if it is specified in Your Policy Schedule, and unless otherwise stated in each optional extension specified Cover will be limited to the Sum Insured and this Policy remains unaltered.

1. Loading and Unloading:

You are covered against Accidental physical loss of or damage to the Cargo in Transit caused by the loading and unloading of such Cargo.

2. Theft, Pilferage and Non Delivery:

You are insured against physical loss of or damage to the Cargo in Transit caused by theft, pilferage and non delivery during Transit.

ADDITIONAL AUTOMATIC BENEFITS

The following Additional Benefits are included in the Cover provided by this Policy and unless stated otherwise are subject to the terms, conditions and exclusions of this Policy. The limits which apply to each Additional Benefit specified below are in addition to the Sum Insured/Limit of Liability specified in Your Policy Schedule, unless otherwise stated below.

1. Accumulation clause

In the event of an accumulation of Insured Goods during the ordinary course of transit:

a. by reason of any interruption of transit; or

b. during transhipment; or

c. after the arrival of the overseas vessel or Conveyance at the port; or

d. at a place of discharge; and

provided that the accumulation shall not have arisen from any circumstances within Your control, then, notwithstanding anything stated to the contrary, the maximum Limit of Liability under the Policy shall be:

e. twice the Policy Limit of Liability stated in the Policy Schedule; or

f. $10,000,000

whichever is the lesser.

You must notify Us of all such cases of accumulation as soon as they are known to You.

Note: This does not apply to Single Transit Policy shipments.

2. Acquired company clause

The Client/Insured named in the Policy Schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by You during the Period of Insurance (annual policy), provided that:

a. You hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance for such a firm or company;

b. You advise Us of Your interest in the company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and

c. You declare to Us the turnover or value of Sendings or Sums Insured, type of goods to be insured, past claims, and then pay any additional premium; and

d. the Goods are of a like or similar nature to that noted in Your Policy Schedule.

Note: This does not apply to Single Transit Policy shipments.

3. Additional Expenses clause – Clothing & Fashion Goods or Printed Matter

Where the Insured Goods consist of Clothing and Fashion Goods or Printed Matter (as defined below), and if We agree to pay a claim under this Policy, We will also pay up to $50,000 (or as otherwise stated in the Policy Schedule) to reimburse Reasonable Additional Costs (as defined below) incurred by You, (that arise from the same event), to expedite the remake/reprint and delivery of Clothing and Fashion Goods or Printed Matter to the originally intended destination.

We will not pay:

a. where there is no reasonable expectation of remake/reprint and delivery occurring prior to any pre-established or recorded launch, opening, application, release or festivity date; or

b. for re-styling, enhancement or upgrade to original specifications.

Note: You shall bear an Excess of 5% of the amount payable under this Additional Expenses Clause.

ADDITIONAL AUTOMATIC BENEFITS

Definitions:

Clothing and Fashion Goods means clothing designed to be worn on a person's body and millinery items (i.e. hats and head wear) but excluding handbags and footwear.

Printed Matter – means brochures, advertising flyers, magazines, catalogues, newsletters or similar items.

Reasonable Additional Costs:

In calculating Reasonable Additional Costs, We will take into account amounts which might exceed the original declared value of the original production run due to the replacement of the **Clothing and Fashion Goods or Printed Matter** incurring minimum production run costs and/or the need to expedite replacement due to a pre-established, pre-booked launch, opening application, release or festivity date.

4. Automatic reinstatement clause

When We pay a claim under this Policy, the Limit of Liability will be automatically reinstated without additional Premium.

Note: This does not apply to Single Transit policy shipments.

5. Brands, labels and packaging clause

When We pay a claim under this Policy, any damaged Goods bearing identifying brands or labels or other permanent markings, may be retained by You to dispose of as You see fit, provided a reasonable allowance is agreed for the value of the Goods and this allowance is deducted from the claim settlement. Where only the labels or packaging are affected, We will only pay You the cost to recondition and/or replace those labels or packaging.

6. Bunkers clause

Cover is provided in accordance with the Institute Cargo Clauses (C), Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) for unconsumed ships bunker fuel owned by You whilst held in a vessel bunker tank (not as cargo) on any chartered vessel. The maximum amount We will pay under this extension clause is $50,000 each charter voyage.

Note: This does not apply to Single Transit policy shipments.

7. Buyers or Sellers contingency clause

This Policy is extended to Cover Goods, of the kind described in the Policy Schedule, in which You as a buyer or seller retain a contingent financial interest during any inland Transit, where:

a. the Goods are lost or damaged, and the loss or damage would be covered under this Policy if the Goods were declared to Us; and

b. the other party under the terms of the sale/purchase is legally liable to pay You for the Goods (or for the loss or damage to them), but fails to do so; and

c. You have taken all reasonable steps to safeguard the Goods and to recover payment from the buyer/seller or its insurer.

If the existence of this Cover is disclosed to any other party interested in the Goods, then this Additional Benefit will not apply.

If We pay for such lost or damaged Goods under this Cover, You authorise Us to act in Your name in any recovery action that We may take against the buyer/seller or the other insurer and You undertake to give Us reasonable assistance in that action.

Where requested, You will provide us with a declaration of all buyer or seller contingency shipments.

Note: This does not apply to single transit or Livestock policy shipments.

ADDITIONAL AUTOMATIC BENEFITS

8. Cargo ISM forwarding charges

This Policy is extended to reimburse You, up to the limit of the Sum Insured for the Insured Transit, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Insured Goods to their intended destination to which it is insured following release from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

a. the vessel not being certified in accordance with the ISM Code; or

b. a current Document of Compliance not being held by her owners or operators.

as required under the Safety of Life at Sea (SOLAS) Convention 1974 as amended.

This clause, which does not apply to the General Average or salvage charges, is subject to all other terms, conditions and exclusions contained in the Policy and to Exclusion 5 – Cargo ISM Endorsement.

9. Shipping Container clause

Shipping Containers owned by You – Loss/Damage

This Policy is extended to cover Your Shipping Containers or those for which you are responsible to insure, subject to the following Institute Clauses:

- Institute Container Clauses – Time 1/1/87
- Institute War and Strikes Clauses Containers – Time 1/1/87

A deductible of $2,000 shall apply to each container, except where losses are caused by a single Accident or occurrence to more than one of Your containers then only one deductible shall apply.

Non-owned containers – Loss/Damage

This Policy is extended to cover Shipping Containers, pallets and dunnage to the extent that You are legally liable to pay for any physical loss of or damage to them.

Non-owned containers – Demurrage

Where instructed by Us to retain Shipping Containers in order to ascertain loss or damage to goods under the Policy, We will reimburse You for the reasonable demurrage charges or late return penalties You incur to allow the completion of the investigation task.

The maximum amount We will pay under this Shipping Container Clause is limited to $100,000 any one claim or series of claims arising from any one event.

10. Debris removal clause

If We Cover You for a claim under this Policy, the Cover is extended to include the reasonable cost of removal and disposal of damaged, deteriorated or contaminated Goods and, where You are required to do so, the cost of cleaning up or decontaminating the premises, location or Conveyance. Our Limit of Liability under this clause is limited to $100,000 any one claim or series of claims arising from any one event unless otherwise specified in the Policy Schedule.

11. Deck Cargo clause (carried on a ships deck)

Insured Goods carried as Deck Cargo in fully enclosed intermodal ISO shipping containers will be covered in a similar manner to Underdeck Cargo. Unless otherwise agreed all other Deck Cargo shall be subject to the Institute Cargo Clauses (B) excluding loss, damage or expense caused by or arising from rust, oxidisation, discolouration, fresh water or sea water unless as a result of a peril covered by the Institute Cargo Clauses (B).

Note: This benefit does not apply to Livestock.

ADDITIONAL AUTOMATIC BENEFITS

12. Delayed unpacking clause – Limited to 90 days

Where packages are not opened on arrival at destination, any concealed loss or damage caused by an event Covered under this Policy which become evident when the Insured Goods are unpacked shall be recoverable under this Policy provided that:

a. the Insured Goods are opened and inspected within a period of 90 days from the time the Goods enter the warehouse or place of storage at the destination; and

b. the packages show no outward sign of loss or damage at the time of entry into the warehouse or place of storage.

In no case shall this clause extend to include any loss, damage or expense to such Insured Goods arising after arrival at the warehouse or place of storage at the destination.

Note: This benefit does not apply to any Livestock.

13. Duty, tax, excise payable clause

Where the inclusion of duty is noted in the Policy Schedule, We include the amount of any import duty and/or taxes and/or excise paid or payable by You in respect of the Goods. You agree to include in Your Sum Insured or declaration to Us the amount of import duty, and/or taxes and/or excise paid and/or payable on all imports insured under this Policy, the premium on declared Duty to be charged at the agreed rate.

Following a claim under this Policy You agree, in all cases, to use reasonable efforts to obtain abatement or refunds of import duty and/or taxes paid and/or excise in respect of the claim. Any abatement or refund achieved is to inure to Our benefit, provided the amount does not exceed the amount We pay in the claim settlement in respect of such import duty and/or taxes.

Nothing in this Clause shall increase the Limit of Liability or Sum Insured shown in the Policy Schedule.

14. Expediting expenses clause

If We pay a claim under the Policy, We will also pay You the reasonable costs of air freighting damaged but repairable Goods, replacement parts or components to and/or from the suppliers and the location of the Goods, even if the original transit was not by airfreight where:

a. repair to Goods or replacement of any part or component is necessary to prevent interruption of Your business; and

b. repair or replacement to original shipped condition cannot otherwise be effected in the country of destination.

The maximum amount We will pay under this additional benefit is $50,000 any one accident or occurrence.

Note: This benefit does not apply to any Livestock or Temperature Controlled Goods.

15. Fumigation and decontamination damage clause

We will Cover loss or damage to the Goods caused by fumigation and/ or decontamination where fumigation and/ or decontamination is required under a written order from the relevant quarantine authority where the Insured Goods will be unloaded.

Note: This benefit does not apply to any Livestock.

16. Fumigation, Quarantine and/ or decontamination expenses clause

We will Cover the reasonable costs, charges and/or expenses necessarily incurred should the Goods on arrival at the port of destination be ordered by the appropriate authorities to be fumigated, decontaminated and/or quarantined because of infestation or suspected infestation, including:

a. cost of actual Fumigation and/or decontamination and Quarantine Expenses (as defined below); and

b. additional freight costs incurred to or from fumigation, decontamination or quarantine.

ADDITIONAL AUTOMATIC BENEFITS

The maximum We will pay under this benefit is up to 15% of the Limit of Liability/Sum Insured shown in the Policy Schedule or $100,000, whichever is the lesser.

In no case will We be liable for:

i. loss of market, or consequential loss of any description;

ii. the cost of Customary Fumigation and/or, decontamination (as defined) or quarantine costs/expenses per Government Quarantine Regulations or similar statutory requirements;

iii. fines and/or penalties;

iv. cost, charges and/or expenses covered under another insurance policy.

Definitions:

"Fumigation and/ or decontamination and/or Quarantine Expenses" means the cost of fumigation and/ or decontamination or quarantine of an infestation of the Goods and any related transportation and storage expenses.

"Customary Fumigation and/ or decontamination" means the routine and customary act of fumigation and/ or decontamination of a product, Conveyance, Shipping Container, packaging or dunnage whether required by the relevant quarantine authority or otherwise.

Note: This benefit does not apply to any Livestock.

17. General Average and Salvage clause

We will pay General Average and Salvage charges in full even if the amount Covered is less than the contributory value. It is a condition of this clause that all Insured Goods shall be Covered for not less than amounts calculated on the Basis of Valuation.

Note: This benefit only applies to shipments by sea or air.

18. Insolvency or financial default of carrier expenses clause

If any Insured Transit is interrupted or terminated due to the insolvency or financial default of the carrier (land, sea or air), whether or not loss or damage has been occasioned to the Goods, We will pay You the reasonable freight and/or temporary storage expenses to forward the Goods to their intended destination, an alternate destination or to return the Goods to the place from which they were despatched, up to a maximum of 10% of the Sum Insured of the Goods.

This does not apply to Cover Option 2 – Insured Perils.

19. Loss of Information/Data/Media

We will pay for loss of electronic stored information, data or media held within Goods covered by this Policy provided there is visible external evidence of damage to Goods from an insured event. The amount We will pay under this clause is the reasonable cost of rewriting the information or data. Subject to a maximum limit of $25,000 for any loss or series of losses arising from one event and providing these costs are not recoverable under any other policy of insurance.

Note: This benefit does not apply to Cover Option 2 – Insured Perils or any Livestock or Temperature Controlled Goods.

20. Pollution hazard clause

This Policy Covers loss or damage to the Goods caused by government or civil authorities acting in the public interest to prevent or mitigate a pollution threat or hazard.

21. Resecuring clause

In the event of shifting or movement of Goods during an Insured Transit which makes re-loading or re-securing necessary, even though there may be no claim resulting from the shifting or movement of the Goods, We will reimburse You up to $1,000 any one incident for re-loading or re-securing costs provided that:

a. these costs are not recoverable under any other policy of insurance;

b. the circumstance leading to the incident were outside Your control;

c. You could not reasonably be expected to have knowledge of the circumstances leading to the incident in the normal course of Your business.

Note: This benefit does not apply to Livestock.

22. Sealed Shipping Container clause

In respect of shipments in any fully enclosed Shipping Container (excluding Unit Load Devices), provided that documentary evidence is produced to substantiate the quantity loaded into the sealed Shipping Container the fact that the Shipping Container seal is intact at unloading point shall not by itself invalidate claims for theft, pilferage, shortage and non-delivery.

On settlement of a claim, You shall assist Us to pursue every reasonable course of recovery from the suppliers or other responsible third parties.

Note: This benefit does not apply to Livestock.

23. Sorting charges clause

Where instructed by Us to sort or segregate packages and Goods in order to ascertain a cause or degree of loss or damage, We will pay the reasonable costs You incur to complete this task whether a claim is payable under this Policy, or not.

Note: This benefit does not apply to Livestock.

24. Strikes diversion expenses clause (applicable to sea shipments only)

We will pay reasonable additional expenses incurred by You following the exercise by the ship owner, operator or charterer of any liberty granted to them by the contract of affreightment where solely in consequence of, or conditions arising from, strikes, riots, civil commotions, lockouts or labour disturbances, the Insured Goods are over-carried to or discharged at a port other than the intended port of discharge under the contract of affreightment. The additional expense will be paid irrespective of any other loss, whether total or partial, which is recoverable under this Policy.

However, We will not be liable for any expense unless the liberty under the contract of affreightment is exercised by the ship owner, operator or charterer prior to the expiry of 15 days from midnight on the day on which the strikes, riots, civil commotions, lockouts or labour disturbances cease to be in active operation.

The maximum amount We will pay under this Additional Benefit is 20% of the Limit of Liability or Sum Insured specified in the Policy Schedule or $50,000, whichever is the lesser, any one loss or series of losses arising from the one event, and in the annual aggregate.

An Excess of 10% of any claim amount recoverable applies to this Additional Benefit.

25. Tools of Trade

We will Cover You for loss or damage to Tools of Trade owned by You or Your employees up to $10,000 for each claim but limited to $10,000 for all claims occurring during the Period of Insurance.

Provided that:

a. the Conveyance and/or fixed carrying compartment of any Conveyance is of a fully enclosed design capable of being securely locked at all times; and

b. windows, doors and openings of the Conveyance or fixed carrying compartment of any Conveyance are securely locked when unattended and any alarms fitted to the Conveyance are activated.

This Additional Benefit can be increased under the Optional Extension "Tools of Trade" (see below).

Note: This benefit does not apply to Single Transits.

ADDITIONAL AUTOMATIC BENEFITS

26. Travellers' Samples clause

Notwithstanding that the definition of Insured Goods excludes Travellers' Samples, We will Cover Your Travellers' Samples and promotional material in the care, custody or control of Your travelling employees up to a maximum of $20,000 (unless another amount is noted on Your Policy Schedule) for all claims occurring during any one Period of Insurance.

This benefit will not apply:

a. where Travellers' Samples are left unattended in any Conveyance, premises or accommodation unless there is visible evidence of violent and forcible entry into or exit out of a securely locked Conveyance, premises or accommodation;

b. when caused by or arising from mysterious disappearance or unexplained loss;

c. to Your or Your employees personal property;

d. to Travellers' Samples sent as unaccompanied baggage; or

e. to electronic presentation equipment not limited to computers, projectors, electronic displays, public address systems and the like.

Note: This extension will not apply to any Livestock or Temperature Controlled Goods Transits or any Single Transits.

27. Mustering, Wandering Off & Agistment Costs – Livestock Inland Transit only

We will also pay for the reasonable costs incurred arising from:

a. mustering the Livestock at the scene of the event, accident or following the Deliberate Third Party Act to release the Livestock;

b. loss of Livestock due to wandering off from the scene of an event or accident; and

c. Agistment expenses:

   i. where the Conveyance is damaged in an accident and is incapable of completing the journey;

   ii. where a Conveyance breaks down and is incapable of completing the journey for a period of 24 consecutive hours or more;

   iii. where the Conveyance is temporarily stranded by a Government or regulatory body movement or travel restriction

The maximum amount We will pay under this Additional Benefit is limited to $50,000 any one accident, event or 'authority order' and $100,000 for all claims occurring during the Period of Insurance.

OPTIONAL EXTENSIONS

The following Optional Extensions only apply if they are noted in Your Policy Schedule:

1. Exhibition clause

This Policy is extended to include Cover for the Insured Goods and any owned, leased or hired exhibition equipment, fixtures or fittings for which You are responsible whilst in transit to or from and during any exhibition, trade fair or display. However, We will not Cover:

a. loss or damage to the Goods as a direct result of a demonstration or their use;

b. theft, pilferage or unexplained loss of the Goods and equipment, fixtures or fittings during the open hours of the exhibition, trade fair or display.

The maximum amount We will pay under this extension is the amount shown in Your Policy Schedule under Exhibition clause for any one accident or occurrence.

In addition, We will also reimburse You for non-refundable expenses paid directly to the holder of the exhibition, trade fair or display which arise from Your failure to attend the exhibition, trade fair or display as a direct result of a loss Covered by this clause up to a limit of $10,000 for any one accident or occurrence and for all claims occurring during the Period of Insurance.

The Excess applicable to this extension is $250, unless a higher Excess is otherwise noted in Your Policy Schedule.

Note: This extension will not apply to any Livestock or Temperature Controlled Goods Transits or any single transits.

2. Tools of Trade

Notwithstanding the Tool of Trade Additional Benefit, this Policy is extended to include cover Tools of Trade up to the amount shown in Your Policy Schedule for Tools of Trade owned by You or Your employees

Provided that:

a. a Conveyance and/or fixed carrying compartment of any Conveyance is of a fully enclosed design capable of being securely locked at all times; and

b. windows, doors and openings of the Conveyance or fixed carrying compartment of any Conveyance are securely locked when unattended and any alarms fitted to the Conveyance are activated.

The Excess applicable to this extension is $250, unless a higher Excess is otherwise noted in Your Policy Schedule.

Note: This benefit does not apply to Single Transits.

3. Travellers' Samples clause

Notwithstanding the Travellers Sample Additional Benefit, this policy is extended to cover Travellers' Samples and promotional material in the care, custody or control of Your travelling employees up to the amount shown on Your Policy Schedule for Travellers' Samples.

This benefit will not apply:

a. where Travellers' Samples are left unattended in any Conveyance, premises or accommodation unless there is visible evidence of violent and forcible entry into or exit out of a securely locked Conveyance, premises or accommodation;

b. when caused by or arising from mysterious disappearance or unexplained loss;

c. to Your or Your employees personal property;

d. to Travellers' Samples sent as unaccompanied baggage; or

e. to electronic presentation equipment – computers, projectors, electronic displays, public address systems and the like.

The Excess applicable to this extension is $250, unless a higher Excess is otherwise noted in Your Policy Schedule.

Note: This extension will not apply to any Livestock or Temperature Controlled Goods Transits or any Single Transits.

HOW MUCH WE WILL PAY

1. All monetary amounts expressed in the Policy are Australian Dollars unless otherwise stated in the Policy Schedule.

2. If the amount of a claim is to be calculated based on an invoice in a currency other than Australian dollars, the claim will be paid in Australian dollars at the rate of exchange current at the date the loss or damage occurred.

3. Any amount that We pay for loss of or damage to Goods will be limited by the Sum Insured stated in the Policy Schedule for any one claim or series of claims arising from any one event.

4. Any amount that We pay for additional expenses that arise out of Additional Benefits provided for in this Policy will be limited by the sublimit insured amounts stated in the Policy. These amounts are payable in addition to any claim for loss of or damage to Goods, unless stated otherwise and are payable in addition to the sum insured stated in the policy.

5. We will also pay amounts for Your reasonable additional expenses for the purpose of averting or minimising loss. These amounts are payable in addition to any claim for loss of or damage to Goods and are payable in addition to the Sum Insured stated in the Policy.

6. Claims that We pay under this Policy will have any Excess deducted prior to settlement (the Excess will be stated in the Policy Schedule or otherwise in this Policy). No Excess will apply to General Average or salvage guarantee claims.

7. If You reinstate damaged Insured Goods, after obtaining the consent from Us, We agree to pay the cost of such reinstatement including the value of labour and other overhead charges expended thereon. Our liability shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by outside contractors.

8. **Basis of Valuation :**

Unless otherwise stated in the Policy Schedule, We will determine the Sum insured value of Goods by reference to the Basis of Valuation hereunder:

a. Goods Sold or Purchased including goods returned

The invoice value of the Goods including freight charges where applicable.

b. Stock Transfers

Inter company cost including freight, or in the absence of any inter company cost, the actual cost of the stock to You including freight.

c. Plant and equipment, computers and electronic equipment transfers and/ or Shipping Containers (New and Used up to 5 years old from date of manufacture)

i. Where the Goods are destroyed, the replacement thereof shall be by similar Goods in a condition equal to pre existing to the loss but not better or more extensive than it's condition when new.

ii. Where the Goods are damaged, the repair of the damage and the restoration of the damaged portion of the Goods to a condition substantially the same as that pre existing to the loss but not better or more extensive than it's condition when new.

d. Plant and equipment, computers and electronic equipment transfers and/ or Shipping Containers (more than 5 years old from date of manufacture)

i. where the above Insured Goods are destroyed, the cost of replacing the Goods with similar Goods of the same type, age, specification and condition or as near as possible to that type, age, specification and condition.

ii. where the above Insured Goods are damaged, the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than the condition immediately prior to the loss or damage.

iii. In the event of loss of or damage to any part(s) of plant, equipment, computers or electronic equipment or Shipping Containers or other manufactured item consisting of more than one part caused by a peril covered by this Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured plant, equipment, computers or electronic equipment or Shipping Containers or manufactured item is included in the amount Covered.

iv. In the event of a claim recoverable under this Policy necessitating the manufacture of any new part(s) for the repair of an insured plant, equipment, computers or electronic equipment or Shipping Containers or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured

plant, equipment, computers or electronic equipment or Shipping Containers or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount Covered for the machine or manufactured item.

Our total liability shall in no event exceed the Sum Insured / Limit of Liability of the plant, equipment, computers or electronic equipment or Shipping Containers or manufactured item.

If there is **no invoice value** for any Goods Covered under this Policy, the value of the Goods shall be the cost of replacing the Goods with similar Goods of the same type, age, specification and condition or as near as possible to that type, age, specification and condition.

e. Livestock

i. the net invoice value covering the Livestock whilst in transit (including freight if applicable);

ii. 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;

iii for consignment sales, the average market value on the date and at the place of arrival at the intended destination less commissions normally paid to the selling agent.

LIMITATIONS ON HOW MUCH WE WILL PAY

1. Where any item of Insured Goods is part of a **pair or set**, We will only pay for the part of the pair or set that is lost, damaged or destroyed even if it cannot be replaced with a matching item. Unless otherwise stated in the Policy Schedule, the insured value of the Goods will be regarded as spread over the whole of the pair or set, divided in the proportion that it would cost to replace each of the items making up the pair or set.

2. In the event of damage or breakage to the Goods that consist of pipes, it is agreed that the damage or broken section of pipe shall be cut off and the remaining section be considered sound. We will pay only that proportion which the Sum Insured bears to the broken section of pipe.

3. Where only the labels or packaging are affected, We will pay You only the reasonable cost of reconditioning and/or replacing those labels or packaging.

4. We shall not be bound to replace or repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the applicable Limit or Sub Limit of Sum Insured.

5. Where You cannot claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in the Policy, will include the amount of any Goods and Services Tax (GST) due in respect of the payment.

6. Where You can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy will be less any input tax credits available to the you in respect of the payment.

EXCLUSIONS TO THIS POLICY

Important Note: Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electromagnetic Weapons exclusion clause (clause 1) and Transit & Terrorism Clause (clause 2) shall be paramount where they conflict with any terms contained in this policy. In the event of conflict between these two Clauses, the Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electromagnetic Weapons exclusion clause (clause 1) shall prevail.

In addition to exclusions found in any applicable Institute Clause forming part of this Policy, We **will not pay** for:

1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons Exclusion Clause 10/11/03

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

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. This Exclusion 1.d 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, bio-chemical, or electromagnetic weapon.

2. Transit and Terrorism Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any act of Terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or any person acting from a political, ideological or religious motive, such cover is conditional upon the Insured Goods being in the ordinary course of transit and, in any event, SHALL TERMINATE either:

a. as per The Insured Transit(s) clause outlined earlier in this document; or

b. on completion of unloading from the carrying vehicle or other Conveyance in or at the final warehouse or place of storage at the destination named in the Policy Schedule;

c. on completion of unloading from the carrying vehicle or other Conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the Policy Schedule, which You or Your employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or

d. on delivery to any other warehouse or place of storage, which You elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or

e. when You or Your employees elect to use any carrying vehicle or other Conveyance or any container for storage other than in the ordinary course of transit; or

f. in respect of Insured Transit(s) by sea, on the expiry of 60 days after completion of discharge overside of the Insured Goods from the overseas vessel at the final port of discharge;

g. in respect of Insured Transit(s) by air, on the expiry of 30 days after unloading the Insured Goods from the aircraft at the final place of discharge,

whichever shall first occur.

If the Policy or the clauses referred to in this Policy Wording provide Cover for Inland Transits or other further transits following on from storage, or termination as provided for above, Cover will re-attach, and continues during the ordinary course of that Insured Transit terminating again in accordance with Exclusion 2.

EXCLUSIONS TO THIS POLICY

3. Sanction Limitation and Exclusion Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any claim or provision of any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

4. Institute Cyber Attack Exclusion Clause 10/11/03

a. In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any electronic system.

b. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 4a shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system computer software programme, or any electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

5. Cargo ISM Endorsement (Vessels > 500 tons)

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from where the Insured Goods is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Insured Goods on board the vessel, You were aware or in the ordinary course of business should have been aware:

a. either that such Vessel was not certified in accordance with ISM Code; or

b. that a current ISM Code Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause is only applicable to shipments on board all Vessels of 500 gross tons or more.

This exclusion shall not apply where this Policy has been assigned to the party claiming hereunder who has bought or agreed to buy the Insured Goods in good faith under a binding contract.

6. Certain Causes of Loss

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

a. any kind of mechanical, electrical and/or electronic breakdown of or malfunction of, the Goods where there is no external evidence of damage in transit from an insured event Covered by this Policy;

b. ordinary wear and tear or natural depreciation;

c. delay even though the delay be caused by a risk insured against;

d. inherent vice or nature of the Goods (including mildew, mould);

e. rust, oxidisation, discolouration, unless caused in transit from an insured event;

f. consequential losses of any kind or loss of market;

g. vermin;

h. ordinary leakage, ordinary loss in weight or volume;

i. unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation;

j. something which has not occurred during the Insured Transit(s), for example, pre-existing damage or damage occurring after the Goods have been delivered at destination;

k. while the Goods are in use and/or while being worked upon and directly resulting therefrom;

EXCLUSIONS TO THIS POLICY

l. rejection, detention, condemnation or confiscation by any government or their agencies or departments or by any public or local authority regardless of the reason;

m. dismantling, assembly, testing or fabrication of the Goods other than as required during the ordinary course of transit.

7. War (does not to apply to Goods on ship or air)

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from or as a result of an act of war, whether or not war has been declared, while the Insured Goods are in transit (or in storage) on land.

8. Infectious Disease, Government Restriction & Inoculation (Inland Livestock Transit only)

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

a. infectious diseases including slaughter under order of any Government or other authority due to infectious diseases affecting or threatening to affect livestock;

b. inoculation or its after effects; or

c. the failure to comply with orders, restrictions or regulations of Government or other authorities, on account of infectious diseases.

CONDITIONS TO THIS POLICY

1. Australian law & jurisdiction

This Policy is subject to Australian law and jurisdiction:

a. Inland Transit(s) within Australia is subject to the Insurance Contracts Act 1984;

b. Sea shipments may be subject to the Marine Insurance Act 1909 (if applicable),

Those Acts as amended from time to time will apply.

2. Errors and omissions (Annual Policies only)

You will not to be prejudiced by any unintentional or inadvertent error or omission:

a. in valuation of a declaration or shipment (up to the Limit of Liability in an annual Policy); or

b. description of the Insured Goods, or

c. description or declaration of a vessel or voyage or mode of transport used (subject to the Institute Classification Clause),

provided notice is given to us as soon as practicable on discovery of any such error or omission and any additional terms and conditions (including premium) are agreed between You and Us.

Note: This does not apply to Single Transit Policies.

3. Premium and Declaration

The Premium payable for this Policy is based on the estimated value of Sendings (or turnover, if applicable) as determined by the Basis of Valuation clause, provided by You for the Period of Insurance. Unless otherwise agreed:

a. if the deposit Premium is $5,000 or less, the deposit Premium shall be regarded as the minimum Premium for the Period of Insurance shown in the current Policy Schedule, and no adjustment or declaration of actual Sendings is required;

b. if the deposit Premium is more than $5,000 but less than $25,000, and the actual Sendings vary to the estimated Sendings by no more than 10%, then no adjustment or declaration of actual Sendings will be calculated;

c. if the deposit Premium is $25,000 and greater or the variance percentage of 10% in b. above is exceeded, You must supply a declaration of actual Sendings within three months of the expiry of the Period of Insurance. An adjustment will be made to the deposit Premium, based on rates agreed at the beginning of the Period of Insurance. If the adjusted Premium exceeds the deposit Premium, You agree to pay the difference to Us by the date advised to You.

If any adjusted Premium is lower than the deposit Premium, We will pay the difference to You, subject to the application of any minimum Premium stated in the Policy Schedule. Where a Policy is cancelled, we reserve the right to limit any such return deposit Premium to 25% of the original estimated annual Premium, the balance being regarded as the minimum annual Premium.

You agree that Your declaration of actual value of Sendings will be the total value of Insured Goods by or at risk under this Policy, calculated in accordance with the Basis of Valuation contained in this Policy and/or the Policy Schedule.

Note: This does not apply to a Single Transit Policy.

4. War and strikes variation clause (this clause does not apply to Single Transit policy shipments)

The Premium and rates quoted/charged are inclusive of the war and strikes rates charged by Us as at the Effective Date of the Policy. As war and strikes exposures may vary during the Period of Insurance, We reserve the right to vary the war and strikes rates at any time by giving You (or Your broker/agent/representative) 7 days' notice in writing of any such variation.

Any variation in Premium will be calculated by deducting the rate charged at the commencement of the Policy from the new rate and applying the difference to the exposed value of Sendings/turnover. The method of payment for any difference in Premium will be advised as part of the notice to amend war and strikes rates.

Nothing contained in this clause shall vary the cancellation provisions of this Policy.

Note: This does not apply to single transit policies.

CONDITIONS TO THIS POLICY

5. Cancellation

Single transit policy shipments – You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

Annual Inland Transit risks – You may cancel the Policy at any time by giving Us written notification.

We may only cancel this Policy when permitted to do so by law, and by giving the following Notice Period where any contract is governed by the Marine Insurance Act 1909.

Notice Period		
War risks	7 days	from 4.00pm on the day of which the notice of cancellation is Issued
Strikes, riots and civil commotions risks	7 days	
Piracy	7 days – see below	

6. Adjustment/Declaration Following Cancellation

You agree to provide Us, within thirty (30) days of the cancellation, a declaration giving the actual value of the Goods sent or received by You and insured under this Policy. We will calculate and pay You any return Premium due, after deduction of any minimum Premium. However if the cancellation is due to insolvency or takeover of Your business, consideration will be given to reducing the minimum Premium depending on the circumstances, claims and Our exposure during the Period of Insurance. Any additional Premium payable by You on cancellation of the Policy is payable to Us by the date advised to You.

7. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy:

a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or

b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

8. Goods and Services Tax

The amount of Premium paid by You for Your Policy includes an amount for GST on the Premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions in this Policy (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

9. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

10. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

CLAIMS RESPONSIBILITIES OF THIS POLICY

What You must do

1. You must immediately advise Us of the loss or damage. We may decide to appoint a surveyor or an assessor to inspect the damage to determine the cause and who might be responsible for it.

2. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:

   a. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;

   b. advise Us as soon as reasonably practicable of the cause and the amount of loss and any other proof or information with respect to the claim that may be reasonably required;

   c. permit Us or Our agents to inquire into, investigate and examine the circumstances of any loss;

   d. provide to Us details of any other insurance covering or which may Cover the same loss;

   e. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police immediately (if appropriate) and provide to them all assistance to apprehend the offending party;

   f. in the event of a General Average or salvage contribution claim consult Us before signing any General Average or salvage bond;

   g. whenever required by Us, You shall aid in securing information, evidence, obtaining of witnesses and co-operate with Us in all matters which We may deem necessary in the investigation, settlement or recovery of your claim from third parties; and

   h. if We elect or become bound to replace or repair any item of the Goods, You shall at your own expense produce and deliver to us all such existing plans, documents and information as We may reasonably require to do that.

3. When You incur damage giving rise to a claim under this Policy, You, or anyone acting for You or on Your behalf must properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:

   a. Deliver to the carrier or other parties responsible a notice of intention to claim within 3 days of delivery, and where air carriage is involved give written notice to the air carrier within 14 days;

   b. Note on receipts when the Goods are in visible doubtful condition when delivered;

   c. Where the delivery is made by Shipping Container ensure that the seals are examined immediately by a responsible official;

   d. If a Shipping Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, note the delivery docket accordingly and retain the seals for subsequent identification;

   e. If the loss or damage is not immediately apparent at the time of delivery but discovered at a later time, apply immediately for surveys by the carriers or other bailees to be conducted within 3 days of discovery; and

   f. If the loss concerns non-delivery of Goods, you must take all practicable steps to trace and recover any missing Goods and to discover by whom the Goods were misplaced or stolen, including reporting the matter to the police and any other responsible authority.

What You must NOT do

4. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must not :

   a. make any false declaration or statement in support of any claim under Your Policy;

   b. dispose of any damaged Goods without giving us the opportunity to examine those Goods;

   c. abandon any Goods to us whether we have paid your claim or not; and

   d. release carriers, bailees or other third parties from liability when loss or damage is discovered.

CLAIMS RESPONSIBILITIES OF THIS POLICY

What We may do

5. We may give to and obtain from any other insurers, insurance reference bureaus and credit reporting agencies any information relating to Your credit or insurance history as well as insurance claims information.

6. In the event of a claim for non-delivery of the Goods and after You have taken all reasonable steps to locate the Goods, We may agree that We shall make settlement to You if the Goods have not been located after the expiration of 60 days counting from the date of arrival of the overseas vessel at the port of discharge or 30 days counting from the date of arrival of the aircraft at the airport of discharge or 60 days counting from the date the goods should have arrived at final destination via land conveyances, as applicable.

7. When We have accepted Your claim, We may make reasonable progress payments on account of any claims to You at such intervals and for such amounts as We may both agree.

8. Subject to the provisions of either the Insurance Contracts Act 1984 or the Marine Insurance Act 1909, upon the payment of any claim under this Policy, We may avail of the right to recover or obtain contribution from:

   a. any person against whom You may be able to claim and We have the right to take action in Your name, and

   b. other insurance covering or which may cover the same loss, the details of which You have advised to Us.

9. We shall have full discretion in the conduct or settlement of any recovery action. This includes the right to instruct lawyers to provide advice as to the liability and to represent You in such action.

10. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, and to take recovery action in Your name against those responsible for our benefit.

11. If there is a loss that is partially covered by this Policy that We have paid for and there remains an uninsured loss, We will use Our best efforts to agree with You upon a fair and proper allocation of amounts that may be recovered from other parties who may be responsible for the losses, having regard to the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 and the relative legal costs and financial exposures attributable to covered and uncovered losses. At all times, We are only liable under this Policy for amounts attributable to covered losses.

What can affect a claim

12. Subject to the provisions of either the Insurance Contracts Act 1984, or the Marine Insurance Act, 1909, We may refuse to pay the whole or part of the claim to the extent permitted by law, and may also be entitled to cancel the Policy if any of the following things happen:

    a. You do any of the things that We say in this Policy that you should not do;

    b. You fail in Your duty of disclosure to Us before entering this Policy;

    c. You breach any condition or fail to comply with any condition of Your Policy and that causes or contributes to loss, damage or liability or prejudices our interests or rights, in respect of that claim; and

    d. Your claim is fraudulent or false in any respect;

    e. Where the Marine Act 1909 applies and You breach certain warranties.

13. You make misrepresentations to Us before entering this Policy.

14. Subject to the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth).

    a. if before the happening of an occurrence giving rise to a claim under this Policy, You have not provided Us with immediate written notice of every fundamental change which materially varies any of the facts or circumstances existing at the commencement of this Policy that comes to Your knowledge; or

    b. You have agreed with, or given an undertaking, either before or after the loss or damage occurred, to another person other than a person exempted by law, that You would not seek to recover any moneys from that person when that person is liable to compensate You for any loss or damage Covered by the Policy;

We may be entitled to exercise some of the rights referred to in 12 above.

15. You may without prejudicing Your position under this Policy, agree to enter into a contract of affreightment for the transport of Goods where the terms of the contract include a disclaimer clause in favour of the company engaged to transport the Goods.

National Office Brisbane
Level 29, 400 George Street
Brisbane QLD 4000
PO Box 13550 George Street
QLD 4003
T: 07 3292 9800 F: 07 3292 9900

Sydney
Level 10, 15 Castlereagh Street
Sydney NSW 2000
GPO Box 2716 Sydney NSW 2000
T: 02 9233 3433 F: 02 9233 3455
E: sydney@nti.com.au

Melbourne
Level 16, 440 Collins Street
Melbourne VIC 3000
PO Box 16040 Collins Street
West Melbourne VIC 8007
T: 03 9860 5688 F: 03 9860 5699
E: melbourne@nti.com.au

Adelaide
Level 13, 26 Flinders Street
Adelaide, SA 5000
GPO Box 441
Adelaide, SA 5001
T: (08) 8208 4200
F: (08) 8271 1200
E: adelaide@nti.com.au

Perth
Level 6, 140 St Georges Tce
Perth WA 6000
PO Box Z5143 Perth WA 6000
T: 08 9421 1190 F: 08 9421 1853
E: perth@nti.com.au

Brisbane
Level 29, 400 George Street
Brisbane QLD 4000
PO Box 13550 George Street
QLD 4003
T: 07 3292 9800 F: 07 3292 9900
E: brisbane@nti.com.au

Launceston
Level 1, 37 George Street
Launceston TAS 7250
PO Box 867
Launceston TAS 7250
T: (03) 6331 6769 F: (03) 6334 6212
E: launceston@nti.com.au

Newcastle
1st Floor, Suite 15B, 50 Glebe Road
The Junction NSW 2291
PO Box 147 The Junction NSW 2291
T: (02) 4935 6500 F: (02) 4935 6501
E: newcastle@nti.com.au

MARINE PROTECT
Powered by NTI

MARINE PROTECT

CARRIERS CARGO INSURANCE POLICY

nti
Australia's Specialist Insurer

EFFECTIVE DATE: **05 / 04 / 2021**

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contract of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

NTI237D (05/04/2021)

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INTRODUCTION

Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance. You must also ensure that all details as shown in Your Policy Schedule are correct.

Let Us know immediately if You need any changes.

If You do not understand any part of the policy, please ask Us to explain it to You or contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of cover and benefits and exclusions in the Policy (the standard cover provided can be affected by the following);
- the rest of this "Introduction" section – this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" this sets out the general exclusions and limitations that apply to the cover and benefits;
- the "General Conditions" and "Claims Responsibilities" sections – these set out certain general rights and obligations that You and We have and other cover restrictions;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect the cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

Insurers

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

NTI', 'We', 'Us', 'Our', 'Underwriter' or 'Insurer' means the joint venture National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

National Transport Insurance (NTI)

Marine Protect is powered by NTI, Australia's specialist insurer with over 40 years of experience in the insurance industry. With an award winning claims service, NTI is the company You can count on to protect You and Your business. Two of Australia's leading general insurers – Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

INTRODUCTION

Features

The table below is summary of some of the major coverage benefits available in the Policy. Exclusions, limits and conditions apply so please refer to the full Policy Wording in the following pages for full details.

Marine Cargo	
Cover	Cover for Your Customer's Cargo that is lost or damaged in Transit during the Period of Insurance.
Cover Option	**Accidental Damage – Cover Option 1** Loss or damage to Your Customer's Cargo resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Transit. Cover for refrigerated/temperature controlled Cargo includes deterioration following variation in temperature for more than 4 hours as a result of accidental malfunction or failure of machinery or mismanagement. **Insured Perils – Cover Option 2** Loss or damage to Your Customer's Cargo during Transit resulting from a listed Insured Peril. A series of optional extensions are available to extend Your cover which can include theft, loading/unloading, temperature controlled haulage, shedding of load and others. **Carrier's Cargo Legal Liability – Cover Option 3** Your legal liability for loss or damage to Your Customer's Cargo during Transit subject to prior acceptance by Us and Your use of Your Standard Trading Conditions. **Cargo Consequential Loss Option** Limit options from $100,000 upwards as shown in Your Policy Schedule for all claims in the Period of Insurance if legally liable to the Cargo owner. This is an Optional extension available for each of the above covers in Cover Option 1, 2 and 3.
Additional Benefits	Automatic coverage extensions in addition to the Sum Insured if a claim is accepted under either of Accidental Damage or Insured Peril covers, include: • Removal of Debris and Minimise further losses $50,000; • Shipping Containers $50,000; • Onforwarding Costs $50,000; • Livestock Mustering, Wandering off & Agistment Costs $50,000 ($1,000 per animal); • Motor Vehicle Cargo – 2km Driving Risk extension for loading/unloading; • Legal Expenses $50,000; • Packaging & Carrier's Equipment $50,000; • Subcontractor Indemnity, if acting for You and not insured elsewhere.

INTRODUCTION

Your 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, which 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.

Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance.

The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

Costs

How the premium is calculated

Your premium may be calculated using all or some of the following:

- The size of Your business and Your Gross Freight Earnings or turnover;
- The types of Cargo You carry or Your Business activities;
- The distance You travel from Your base of operations;
- Sum Insured and Limit of Liability;
- Your claim/incident history and experience;
- Type of cover or extensions of cover chosen;
- Number and types of vehicles in operation;
- Use of subcontractors and labour hire personnel.

INTRODUCTION

Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information; however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate You must contact Us to update Your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If You need to make a complaint regarding how We handle Your personal information or make a complaint about a privacy breach You can do so by phoning Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at **www.nti.com.au**.

Resolving Your Complaints

What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint about Your insurance policy, decisions on Your claims or any of the services You have received from Us or one of Our representatives, You may access Our Complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting www.nti.com.au and a brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

a. reasons for Our decision;

b. information about how to access Our External Disputes Resolution (EDR) Scheme; and

c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

INTRODUCTION

External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority
National Toll Free number 1800 931 678
GPO Box 3 Melbourne VIC 3001
Email: info@afca.org.au
Web :www.afca.org.au

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: **www.codeofpractice.com.au**.

The Code aims to:

- describe standards of good practice and service to be met by participating insurers;
- promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website **www.nti.com.au** or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at **www.insurancecouncil.com.au**.

THE COVER

The Cover Options

Subject to the following terms and conditions, this Policy provides Cover Options for Your Customer's Cargo that is damaged in Transit during the Period of Insurance. You are only covered for the Cover Options and optional extensions to this Policy shown on Your Policy Schedule.

Accidental Damage – Cover Option 1	Provides Cover for loss or damage to Your Customer's Cargo resulting from an Accident, Deliberate Third Party Act or act of Terrorism. This cover automatically provides Carrier's Cargo Liability Cover (if You provide and We accept Your Standard Trading Conditions) and a variety of other automatic additional benefits. Restrictions apply with respect to carriers of Livestock or refrigerated goods. Optional extension for Consequential Loss is available for an additional premium.
Insured Perils – Cover Option 2	Provides Cover for loss or damage to Your Customer's Cargo resulting from an Insured Peril or an act of Terrorism. Various optional extensions including Consequential Loss are available for an additional premium.
Carriers Cargo Legal Liability – Cover Option 3	Provides indemnity against sums You become legally liable to pay as compensation for loss or damage to Your Customer's Cargo caused by You or Your Subcontractors, subject to prior acceptance by Us, and Your use of Your Standard Trading Conditions. Optional extension for Consequential Loss is available for an additional premium.

Our Agreement With You

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have paid the premium by the due date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;

b. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;

c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;

d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

Important Things You Should Know

If You have Cover under more than one Cover Option, You may only claim under one Cover Option for any one loss or series of losses arising from the same event.

DEFINITIONS THAT APPLY TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

Word	Meaning
Accident	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Cargo.
Bloodstock	means thoroughbred, racing, prize, breeding or competition horses.
Breeding Stock / Stud Animal	means an animal whose main purpose is for reproduction, either by virtue of gestation, insemination or stud / artificial insemination (but not a horse).
Cargo	means any form of Your Customers tangible property and its packaging or protection, which is carried, stored or otherwise in Your possession or control (or that of Your employees, agents or Subcontractors), for reward. Certain Cargo is excluded (see Exclusion 3. and Your Policy Schedule).
Collision	means violent striking or violent impact of one body against another, except to a road, gutter or similar surface but not between the Cargo and the Conveyance.
Consequential Loss	means a. loss of profit incurred; b. special extra running costs incurred to avoid or minimise a loss of profit; or c. any other special costs incurred, as the direct consequence of Cargo loss or damage during Transit.
Conveyance	means any Motor Vehicle, aircraft, railway wagon or water-borne vessel used by You to transport Your Customer's Cargo.
Cover	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
Cover Option(s)	means each type of Cover specified in this Policy. The Cover Option(s) which apply to You are shown in Your Policy Schedule.
Customer	means the entity for which You provide Your Services.
Dangerous Goods	means dangerous goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail.
Deliberate Third Party Act	means the deliberate act of any party, including federal, state or local regulatory authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: a. committed by You, Your employee or Your subcontractor; b. committed with Your knowledge or connivance; c. that was the result of Your lack of due diligence; or d. of Terrorism.
Effective Date	means the date specified in Your Policy Schedule from which You are insured.
Excess	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of this Policy.
Fire	means the actual ignition of flame.

DEFINITIONS THAT APPLY TO THIS POLICY

Word	Meaning
Flood	means: a. a temporary condition of partial or complete inundation of normally dry land by water: i. overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or ii. which is caused by an accumulation or flowing of water on the ground resulting from precipitation; or b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or c. water discharged from sewerage or waste water systems due to pressure induced by floodwater.
General Average	means the maritime legal principle by which, should the shipowner, one or more Cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Insurance Proposal	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
Limit of Indemnity	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
Livestock	means sheep, cattle, goats, pigs and other herd animals, but Livestock excludes: a. birds (except poultry); b. Bloodstock and other horses; and c. Breeding, Stud or prize animals (unless noted in Your Policy Schedule).
Motor Vehicle(s)	means: a. any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or b. trailer.
National Transport Insurance (NTI)	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
Original Annual Premium	means the amount calculated by Us from Your initial disclosure made prior to commencement of insurance, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
Overturning	means inversion, laying at rest upon the side (which will not include partial tipping).

DEFINITIONS THAT APPLY TO THIS POLICY

Word	Meaning
Period of Insurance	means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
Policy	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
Policy Schedule	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
Service(s)	means the carriage, handling or storage of Cargo.
Standard Trading Conditions	means the terms and conditions (including written agreements limiting Your legal responsibility) as accepted by Us, basis upon which Your Services are provided.
Sum Insured	means the amount(s) specified in Your Policy Schedule which will be the maximum amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess.
Subcontractor	means any person, entity or company with whom or with which You may contract to perform any Services on Your behalf.
Terrorism	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological ethnic or similar purposes including the ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
Transit	**For any Cargo other than Livestock or Motor Vehicles/ mobile machinery:** Transit means: The ordinary course of transportation upon a Conveyance within Australia from the time You or any person acting on Your behalf: a. first move the Cargo for the purpose of being conveyed to a destination outside the premises at which loading takes place; through to b. transporting to Your contracted destination; to and including c. unloading of the Cargo from the Conveyance and last movement of the Cargo from the Conveyance at the intended destination. Transit will also include temporary storage (that will be no longer than 30 days in the aggregate) which may occur during this transportation period. Note: Transit and Temporary Storage definitions may alter for Livestock and Motor Vehicle Cargo, as outlined below.

DEFINITIONS THAT APPLY TO THIS POLICY

Word	Meaning
Transit (continued)	**For Livestock Cargo** (or Bloodstock, Breeding Stock or Stud Animal if noted in Your Policy Schedule), the above Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows: Transit means: a. the ordinary course of transportation within Australia upon the Conveyance; b. from when the Livestock enter the Conveyance or its loading ramp for the commencement of Transit; and c. terminates when the Livestock are discharged from the Conveyance or its loading ramp at Your intended destination. Transit will also include temporary resting of the Livestock off the Conveyance but this is limited to seven (7) days in the aggregate during Transit. **For Motor Vehicle or mobile machinery Cargo**, the above Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows: Transit means: a. the ordinary course of transportation within Australia upon the Conveyance; b. from the time You or any person acting on Your behalf first moves the Cargo from a point that is no more than 2 kilometres from the Conveyance for the purpose of loading onto the Conveyance; and c. terminates when the Motor Vehicle Cargo, having been unloaded by You, is parked by You in the receiver's premises (or on the loading dock), within 2 kilometres of the Conveyance. Transit also includes temporary storage (that will be no longer than 30 days) which may occur during this transportation period.
We/Our/Ours/Us	means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
You/Your/Yours	means the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.

ACCIDENTAL DAMAGE - COVER OPTION 1

This Cover will only apply if Accidental Damage – Cover Option 1 is specified in Your Policy Schedule.

Cover

All Cargo (Excluding Livestock)

We will pay for any physical loss or damage to Your Customer's Cargo (of the kind described in Your Policy Schedule) by You or Your Subcontractors which occurs within Australia during the Period of Insurance and Transit:

a. caused by or arising out of an Accident;

b. caused by a Deliberate Third Party Act; or

c. caused by insufficiency of packaging or preparation of the Cargo which was:

   i. carried out by a party other than You and occurred entirely without Your knowledge;

   ii. carried out by You but You can demonstrate that there was no lack of due care on Your part and You were unaware that the packaging was insufficient in nature; or

d. as a result of an act of Terrorism.

Refrigerated, Temperature Controlled, Chilled or Perishable Cargo

Where Your Customer's Cargo is refrigerated, temperature controlled, chilled or perishable this Cover excludes deterioration of the goods due to variation in temperature unless caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction or selection of wrong temperature of refrigerating machinery which results in failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of $2,000 (unless a higher Excess would otherwise apply). We will not cover You where You have failed to properly maintain Your refrigeration machinery.

Livestock

Where Your Customer's Cargo is Livestock the following alternative cover applies:

We will pay for any physical loss or damage to Your Customer's Livestock Cargo by You or Your Subcontractors which occurs within Australia during the Period of Insurance and Transit:

a. caused by or arising out of an Accident;

b. caused by a Deliberate Third Party Act;

c. as a result of an act of Terrorism, which results in:

   i. injury or death;

   ii. wandering off of the Livestock where the Livestock are unable to be mustered or recovered; or

   iii. slaughter for humane reasons where necessary

Special Exclusion That Applies Only to This Livestock Cargo:

This Cover variation does not insure loss where Livestock;

a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or

b. fail to pass tests or examinations; and/or

c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under this Cover Option 1 of this Policy

Should We have accepted Cover for Bloodstock, Breeding Stock or Stud Animals, the above Livestock cover variation also applies.

ACCIDENTAL DAMAGE - COVER OPTION 1

Transportation by Sea (All Cargo Types)

Where You transport Your Customer's Cargo by sea (where Transit commences from, is between, and terminates in Australian ports), We will also Cover (up to the Sum Insured in Your Policy Schedule):

a. General Average and Salvage contribution You are required to pay;

b. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or

c. discharge at a port of distress,

that occurs during the Period of Insurance.

Specific Limitations of Accidental Damage Cover

Shedding of Load

Notwithstanding Your Cover for Accidental Damage noted above, You are insured against Accidental loss of or damage to Cargo caused by its falling from Your Conveyance due to breakage of restraining chains, cables or other securing devices during Transit provided that:

a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;

b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and

c. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

Additional Benefit – Carrier's Cargo Legal Liability

Provided:

a. We have received Your Standard Trading Conditions within 28 days of inception of Cover under Accidental Damage - Cover Option 1; and

b. We have accepted in writing those Standard Trading Conditions and this Automatic Additional Benefit – Carrier's Cargo Legal Liability is shown in Your Policy Schedule,

We agree to provide You with the following Additional Benefit for any one event caused by or arising out of an Accident that would ordinarily be covered under Cover Option 1 of this Policy.

How We Settle Your Claim Under This Additional Benefit

Where a claim is made under this additional benefit, We will pay for Your legal liability for any loss or damage to Your Customer's Cargo (of the kind specified in Your Policy Schedule) in Your custody or control under Your Standard Trading Conditions for any one event, up to the Limit of Indemnity specified in Your Policy Schedule, which occurs during:

a. the Period of Insurance; and

b. Transit,

caused by You or Your Subcontractors.

Legal Costs

We will pay for Your reasonable legal costs up to $250,000 incurred with Our written consent in the settlement or defense of any claim under this additional benefit. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified.

ACCIDENTAL DAMAGE - COVER OPTION 1

Limit of indemnity

The Limit of Indemnity applicable under this additional benefit is the same as that noted under Accidental Damage - Cover Option 1 on Your Policy Schedule. We shall only be liable for any one loss or series of losses arising from the same event under either the standard coverage provided by Accidental Damage – Cover Option 1 or this Additional Benefit – Carrier's Cargo Legal Liability.

Special Conditions That Apply Only to This Additional Benefit

Standard Trading Conditions

a. You must ensure that Your Standard Trading Conditions have been accepted by Us prior to, or within 28 days of the commencement of the Period of Insurance;

b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if agreed, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and

c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to each Transit of Your Customer's Cargo.

Exclusions That Apply Only to This Additional Benefit

1. Standard Trading Conditions

We will not pay for Your legal liability under this additional benefit arising directly from You not issuing to Your Customer Your Standard Trading Conditions as agreed by Us under the Conditions of this additional benefit, unless You can satisfy Us that:

a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and

b. there is evidence they had been accepted by that Customer in the past so that such conditions apply to all Transits for that Customer.

2. Statutory Liability

We will not pay for Your legal liability arising out of breach of the provisions of any statutory obligations and by-laws or regulations and recognised standards imposed by any public authority or code, unless it is a breach only of requirements relating to the exercise of care and skill in the provision of Your Services, in the Competition and Consumer Act 2010.

Optional Extension - Cargo Consequential Loss

This Optional Extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional Premium is payable if the additional Cover is purchased.

Cargo Consequential Loss and Legal Costs:

a. Exclusion 2.e. is deleted and where a claim for Cargo loss or damage caused by or arising out of an Accident insured under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:

   i. as compensation for Consequential Loss by the owner of the Cargo; and

   ii. for legal costs incurred directly arising from i. above,

provided that all the above are reasonably and necessarily incurred.

b. This Optional Extension is subject to a limit of $100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance and is in addition to the Sum Insured applicable to this Policy.

ACCIDENTAL DAMAGE - COVER OPTION 1

Special Condition that applies only to this Cargo Consequential Loss Extension

A Consequential Loss will be deemed to have occurred when the owner of the lost or damaged Cargo suffers financial loss, due to the use of the insured Cargo being impaired or made impossible as a result of loss or damage insured by this Cover Option of this Policy.

Exclusions that apply only to this Optional Extension

a. There is no Cover for a Consequential Loss that is caused or contributed to or by:

   i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;

   ii. the financial insolvency of Your Customer; or

   iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.

b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

INSURED PERILS - COVER OPTION 2

This Cover will only apply if Insured Perils - Cover Option 2 is specified in Your Policy Schedule.

Cover

We will pay for any physical loss or damage, which occurs during the Period of Insurance and Transit to Your Customer's Cargo (of the kind specified in Your Policy Schedule) in the control of You or Your Subcontractors caused by or arising out of an Insured Peril or as a result of an act of Terrorism.

Insured Peril means:

a. Fire or explosion;

b. Flood;

c. Collision of a Conveyance;

d. Overturning of a Conveyance;

e. jack-knifing of a Conveyance;

f. derailment, capsizing or Collision of a Conveyance;

g. hijack or armed hold up of a Conveyance;

h. malicious damage to the Cargo upon a Conveyance;

i. cyclone, tornado, hurricane, windstorm, rain, water, hail or lightning;

j. collapse of bridges or culverts causing damage to the Cargo;

k. impact of the Cargo carried by the Conveyance with another vehicle, structure or object but not the ground, water or anything on or a part of the Conveyance;

l. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;

m. crashing or forced landing of any aircraft; or

n. where Your Customer's Cargo is transported by sea:

   i. stranding, sinking, burning, grounding or collision of the Conveyance with any object other than water;

   ii. General Average and Salvage contribution You (or Your Customer) are required to pay;

   iii. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or

   iv. discharge at a port of distress,

   provided Your Cargo is being transported by sea between Australian ports and the places where Transit commences and terminates are located in Australia.

Special Exclusion that applies only to this Livestock Cargo:

This Cover variation does not insure loss where Livestock;

a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or

b. fail to pass tests or examinations; and/or

c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury caused by one of the above Insured Perils during Transit.

INSURED PERILS - COVER OPTION 2

Optional Extensions to Insured Peril Cover

The following extensions to Insured Peril Cover are not automatically applicable to this Policy. An additional fee is payable if any additional Cover is purchased. Each optional extension to Insured Peril Cover will only apply if it is specified in Your Policy Schedule, and unless otherwise stated in each optional extension specified, Cover will be limited to the Sum Insured shown on Your Policy Schedule and the Cover under this Policy remains unaltered in all other respects.

1. Loading and Unloading:

You are covered against accidental physical loss of or damage to the Cargo in Transit caused by or during the loading or unloading of such Cargo.

2. Theft, Pilferage and Non Delivery:

You are Covered against physical loss of or damage to the Cargo in Transit caused by theft, pilferage or non-delivery during Transit provided that:

a. all doors, windows and other access areas to the Conveyance are capable of being locked and are securely locked when unattended; and

b. any building or place of storage used for temporary storage during Transit is securely locked when unoccupied.

3. Refrigerated Goods Temperature Controlled Haulage:

Where Your Customer's Cargo is refrigerated, temperature controlled, chilled or perishable this Cover excludes deterioration of the goods due to variation in temperature unless caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction or selection of wrong temperature of refrigerating machinery which results in failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of $2,000 (unless a higher Excess would otherwise apply).

We will not cover You where You have failed to properly maintain Your refrigeration machinery.

4. Nominated Special Contracts Insurance – Accidental Damage:

If any special contracts are nominated in Your Policy Schedule, then this Insured Perils - Cover Option 2 of this Policy and the Additional Benefits are amended to remove the words "Insured Peril" and replace them with the word "Accident" wherever they appear, for claims arising from such nominated contracts.

This Optional Extension is subject to the Sum Insured specified for each special contract nominated in Your Policy Schedule.

5. Shedding of Load:

You are covered against Accidental loss of or damage to Cargo caused by its falling from Your Conveyance due to breakage of restraining chains, cables or other securing devices during Transit provided that:

a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;

b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and

c. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

6. Cargo Consequential Loss and Legal Costs:

a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage caused by or arising out of an Insured Peril covered under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:

   i. as compensation for Consequential Loss by the owner of the Cargo; and

   ii. for legal costs incurred directly arising from i. above,

provided that the above are reasonably and necessarily incurred.

INSURED PERILS - COVER OPTION 2

b. This Optional Extension is subject to a limit of $100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance and is in addition to the Sum Insured applicable to this Policy;

Special Condition that applies only to this Cargo Consequential Loss Extension

A Consequential Loss will be deemed to have occurred when the owner of the Cargo suffers financial loss, due to the use of the insured Cargo being impaired or made impossible as a result of loss or damage insured by this Cover Option of this Policy.

Special Exclusions that apply only to this Optional Extension

a. There is no Cover for a Consequential Loss that is caused or contributed to or by:

   i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;

   ii. the financial insolvency of Your Customer; or

   iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.

b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

ADDITIONAL BENEFITS

Additional benefits applicable to both Accidental Damage - Cover Option 1 and Insured Perils - Cover Option 2

1. Cover

We agree to provide You with the following additional benefits for any one event caused by or arising out of a peril insured against under Cover Options 1 or 2. The limits which apply to each of the additional benefits a. to f. specified in this clause are in addition to the Sum Insured for the Cover shown in Your Policy Schedule up to a limit of:

a. Minimise Further Losses Expenses

$50,000 for all necessary expenses reasonably incurred by You or Your Subcontractor to avoid or minimise any further loss or damage to the Cargo;

b. Removal of Debris

$50,000 for all necessary expenses reasonably incurred by You or Your Subcontractor in removing Cargo debris (but excluding Dangerous Goods clean up);

c. Onforwarding Costs

$50,000 for the reasonable cost of hiring a replacement vehicle or a driver to complete the carriage of Cargo to the destination named in the Consignment Note;

d. Shipping Containers

$50,000 for the cost of repair or replacement (as required by the hand-over agreement or similar document) to shipping containers;

ADDITIONAL BENEFITS

e. Packaging & Carrier's Equipment

$50,000 for the cost of repair or replacement of packaging or the following Carrier's equipment: packing materials, crates, pallets, tarpaulins, ropes, chains, webbing straps, dogs, gates, trolleys and containers belonging to You or which You are responsible, provided these items are not recoverable under any commercial motor insurance or other policy of insurance; and

f. Mustering & Agistment Costs

$1,000 per animal for the reasonable costs incurred relating to:

i. mustering the Livestock at the scene of the Accident; and

ii. agisting the Livestock whilst awaiting an alternative Conveyance, however at Our option We will pay the reasonable cost of agisting Livestock to bring them back to their condition prior to the loss or the agreed depreciation in value (if they are sold as injured Livestock),

up to a maximum limit of $50,000 for any one event.

2. Legal Expenses

At Our option We will represent You or arrange for Your representation in the negotiation, settlement or defense of a claim against You, for an amount in addition to the Sum Insured shown in Your Policy Schedule, but only until such time that:

a. costs of $50,000 have been expended; or

b. We have settled or otherwise resolved Your Cargo claim under either Cover Option 1 or Cover Option 2 of this Policy,

whichever is the earlier.

We will not pay costs incurred by You in defending any such claim without Our written consent.

3. Subcontractor Indemnity

Your Policy is extended to indemnify Your Subcontractors but only to the extent that any such Subcontractors are:

a. fulfilling Your contractual obligation which is indemnified by this Policy; and

b. carrying out work on Your behalf only.

This indemnity to Your subcontractors is subject to the standard terms and conditions of Your Policy 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 Cargo Transit or Carrier's Liability insurance policy.

4. Acquired company clause

The Client/Insured named in the Policy Schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by You during the Period of Insurance , provided that:

a. You hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance for such a firm or company; and

b. You advise Us of Your interest in the company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and

c. You declare to Us the updated Gross Freight Earnings, Sums Insured, type of Cargo to be insured, past claims, and then pay any additional premium; and

d. the Cargo is of a like or similar nature to that noted in Your Policy Schedule.

This Additional Benefit will also apply to Cover Option 3 - Carrier's Cargo Legal Liability, if it is noted on Your Policy Schedule.

HOW WE WILL SETTLE YOUR CLAIM

How We Will Settle Your Claim Under Cover Option 1 and Cover Option 2

1. Subject to the Sum Insured specified in Your Policy Schedule and the provisions of Condition 5. (tax provisions) of this Policy:

   a. We will pay the Customer (or another party as directed by the Customer) , the lesser of the following:

      i. the cost of repairing or reinstating the Cargo to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage;

      ii. the invoice value of the Cargo whilst in Transit; or

      iii. if there is no invoice value, the cost of replacing the Cargo with similar goods of the same age and condition, or as near as possible to that age or condition.

   b. If the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.

2. Our liability to pay will be limited to the Sum Insured for the Cover selected under either Cover Option 1 or Cover Option 2 of this Policy as shown in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event, then each Cargo type damaged will be limited to its own Sum Insured, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event, will be limited in aggregate to the highest Cargo type Sum Insured for those Cargo types damaged.

3. If the Excess varies in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply and only once if more than one Cargo type is damaged.

CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

You are only covered for this Carrier's Cargo Legal Liability – Cover Option 3 when shown on Your Policy Schedule.

Cover

Compensation – How We Settle Your Claim

We will pay for Your legal liability for any loss or damage to Your Customer's Cargo (of the kind specified in Your Policy Schedule) in Your custody or control under Your Standard Trading Conditions for any one event up to the Limit of Indemnity specified in Your Policy Schedule, which occurs during:

a. the Period of Insurance; and

b. Transit,

caused by You or Your Subcontractors or as a result of an act of Terrorism.

Legal Costs

We will pay for Your reasonable legal costs up to $250,000 incurred with Our written consent in the settlement or defence of any claim under this cover option. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified for this cover option in Your Policy Schedule.

Limit of Indemnity

Our liability to pay will be limited to the Limit of Indemnity for the Cover selected under this cover option of this Policy as specified in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event each Cargo type damaged will be limited to its own Limit of Indemnity, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event will be limited in aggregate to the highest Cargo type Limit of Indemnity for those Cargo types damaged.

Excess

If the Excess is varied in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply only once if more than one Cargo type is damaged.

Additional Benefit – Removal of Debris/Clean Up (Excluding Dangerous Goods)

If a claim is accepted under this Cover Option 3, then Cover is extended to indemnify You for Your legal liability for the cost of removal and disposal of damaged, deteriorated or contaminated goods and the costs of cleaning up the premises, location or Conveyance up to a limit of $25,000 for any one loss or series of losses caused by one event. This limit will be in addition to the Limit of Indemnity for this cover option as specified in Your Policy Schedule.

However, this additional benefit will not apply where the removal and disposal of damaged, deteriorated or contaminated goods and the costs of cleaning up the premises, location or Conveyance relate to Dangerous Goods.

Special Conditions That Apply Only to Carrier's Cargo Liability – Cover Option 3

Standard Trading Conditions

a. You must ensure that Your Standard Trading Conditions have been accepted by Us prior to the commencement of the Period of Insurance;

b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if agreed, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and

c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to Transit of Your Customer's Cargo.

CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

Special Exclusions That Apply Only to Cover Option 3

1. Standard Trading Conditions

We will not pay for Your legal liability under this Cover Option 3 arising directly from You not issuing to Your Customer Your Standard Trading Conditions as accepted by Us under the Conditions of Cover Option 3 of this Policy, unless You can satisfy Us that:

a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and

b. there is evidence they had been accepted and signed by that Customer in the past so that they apply to all transits for that Customer.

2. Statutory Liability

We will not pay for Your legal liability arising out of breach of the provisions of any statutory obligations and by-laws or regulations and recognised standards imposed by any public authority or code, unless it is a breach only of requirements relating to the exercise of care and skill in the provision of Your Services, in the Competition and Consumer Act 2010.

Cover Variations to Cover Option 3

Livestock

If Your Policy Schedule specifies Livestock Cargo, then the following Cover variation applies:

Special Exclusion that applies only to Livestock:

This Cover variation does not insure loss where Livestock;

a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or

b. fail to pass tests or examinations; and/or

c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under Cover Option 3 of this Policy.

Subcontractor Indemnity Additional Benefit

Your Policy is extended to indemnify Your Subcontractors but only to the extent that any such Subcontractors are:

a. fulfilling Your contractual obligation which is indemnified by this Policy; and

b. carrying out work on Your behalf only.

This indemnity to Your subcontractors is subject to the standard terms and conditions of Your Policy 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 Cargo Transit or Carrier's Liability insurance policy.

CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

Cargo Consequential Loss Optional Extension to Cover Option 3

This Optional Extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional Premium is payable if the additional Cover is purchased.

Cargo Consequential Loss and Legal Costs:

a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage caused by or arising out of an Accident insured under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:

   i. as compensation for Consequential Loss by the owner of the Cargo; and

   ii. for legal costs incurred directly arising from i. above,

   provided that all the above are reasonably and necessarily incurred.

b. This Optional Extension is subject to a limit of $100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance for any one loss or series of losses arising from one event and is in addition to the Limit of Indemnity applicable to this Policy.

Special Condition that applies only to this Cargo Consequential Loss Extension

A Consequential Loss will be deemed to have occurred when the owner of the Cargo suffers financial loss, due to the use of the insured Cargo being impaired or made impossible as a result of loss or damage insured by the applicable Cover Option of this Policy.

Special Exclusions that apply only to this Optional Extension

a. There is no Cover for a Consequential Loss that is caused or contributed to or by:

   i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;

   ii. the financial insolvency of Your Customer; or

   iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.

b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

CONDITIONS TO THIS POLICY

1. Reasonable Care

You and any person acting on Your behalf must:

a. exercise reasonable care and take precautions and use all due diligence to prevent loss of or damage to Cargo;

b. maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;

c. employ only competent employees; and

d. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority.

2. Change of Cargo Task

During the term of this Policy, You must give Us immediate written notice if Your Cargo task that You previously disclosed to Us changes.

3. Conveyance Maintenance

You must maintain Your Conveyance and any devices used to protect, secure or lift the Cargo in a sound working condition. You must act with reasonable care in all circumstances within Your control by ensuring such Conveyance or devices are in proper repair and sound condition and are of a suitable kind for the purpose for which they are to be used.

4. Original Annual Premium and Annual Adjustment

You must pay the original Annual Premium specified in Your Policy Schedule in relation to this Policy. At the end of each Period of Insurance, We reserve the right to seek from You the actual Gross Freight Earnings during the Period of Insurance (including those of Your Subcontractors when carrying for You) after which We will advise You of any adjustment to the original Annual Premium applicable for the expiring Period of Insurance subject to the following:

a. No adjustment will be required to the original Annual Premium if the original Annual Premium is $2,000 or less but the original Annual Premium will be regarded as the minimum premium for the Period of Insurance shown in Your Policy Schedule and no adjustment or declaration of actual figures is required.

b. If the original Annual Premium is more than $2,000, You must supply a declaration of actual figures within three months of the expiry of the Period of Insurance. An adjustment may be made to the Original Annual Premium, based on those actual figures. We may require the actual figures to be certified by Your professional accountant or auditor. If the adjusted premium exceeds the original Annual Premium, you agree to pay the difference to us within 30 days of Our notification of such increase to You. Any government taxes or duties applicable will be payable in addition to the Original Annual Premium or annual adjustment.

5. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984 (Cth).

6. Cancellation

You may cancel Your Policy at any time by giving Us written notification. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

We will refund premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance.

Some government taxes & duties are not refundable.

CONDITIONS TO THIS POLICY

7. Goods and Services Tax

The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

8. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

9. Law & Jurisdiction

Your Policy is governed by and is construed in accordance with Queensland law in all respects.

10. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

11. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of this Policy.

12. Causing or Contributing to Loss

We may refuse to pay a claim, or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to loss, damage or liability or prejudices Our interests or rights, in respect of that claim.

13. Preventing Our Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by the Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any moneys from that person, We will not cover You under Your Policy for any such loss or damage.

14. Other Interested Parties

Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity. All persons entitled to any benefit under Your Policy shall be bound by the terms of Your Policy.

15. Fraudulent disclosure or misrepresentation

You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us. In certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or disclosure. If We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

16. Claim under more than one Cover option

You may only claim under one Cover Option for any one loss or series of loss arising from the same event, where You have cover under more than one Cover Option.

GENERAL CLAIMS RESPONSIBILITIES

When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:

a. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;

b. not make any admission, offer, promise, payment or indemnity without Our written consent;

c. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;

d. pay the Excess to Us at the time of lodgement of claim;

e. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;

f. notify Us of any other insurance that also provides insurance for any claim under Your Policy;

g. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;

h. not make any false declaration or statement in support of any claim under Your Policy; and

i. allow Us to exercise Our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy;

i. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and

ii. We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

EXCLUSIONS TO THIS POLICY

We will not pay for:

1. Asbestos

Loss or damage, liability or expense arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

2. Certain Causes of Loss

Loss or damage to the Cargo resulting from:

a. any kind of mechanical, electrical and/or electronic breakdown of, or malfunction of, the insured Cargo;

b. ordinary wear and tear or natural depreciation;

c. delay;

d. inherent vice or nature of the insured Cargo;

e. consequential losses;

f. mildew;

g. vermin;

h. defective packaging;

i. ordinary leakage, ordinary loss in weight or volume;

j. unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;

k. gradual deterioration;

l. indirect loss; or

m. any loss, damage, liability or expense arising out of dismantling, assembly, testing or fabrication of Cargo

3. Excluded Cargo

Loss or damage to:

a. bullion, precious stones, cash or securities, precious metal objects, precious jewellery, valuable works of art;

b. furniture, appliances and related domestic goods belonging to a householder;

c. birds (except poultry);

d. horses;

e. Bloodstock, Breeding, Stud or Prize animals, or other animals (not being Livestock);

f. any property owned by You;

g. aircraft, helicopters, missiles and like Cargo;

h. houses; and

i. cigarettes or other tobacco based products valued more than $50,000. Should a claim be accepted for Theft, Pilferage or non-delivery of such Cargo valued at less than $50,000, then a $2,500 theft Excess applies, unless a higher excess would otherwise apply,

unless declared by You and accepted by Us and specified in Your Policy Schedule.

EXCLUSIONS TO THIS POLICY

4. Damage to Motor Vehicles

Loss or damage to motor vehicles, caused whilst any such motor vehicle is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf (unless otherwise specified in Your Policy Schedule), except where the Motor Vehicle Cargo is the subject of such loss or damage within 2 kilometres of the Conveyance.

5. Weight

Any loss, damage, liability or expense caused by or arising out of:

a. the weight of the Cargo exceeding the carrying capacity for which the Conveyance was designed, constructed, registered or licensed (whichever is the lesser); or

b. the weight of the Cargo transported exceeding that permitted by law, regulation, permit or advisory sign,

However, if You can prove that the overweight was Accidental and could not be reasonably known, detected and prevented by You, then this exclusion will not apply.

6. Dimensions

Any loss, damage, liability or expense caused by or arising out of:

a. the dimension of Freight; or

b. the configuration of the Conveyance;

being in excess of that permitted by law, regulation, or permit.

However, if You can prove that Your measurement of the dimensions was Accidentally incorrect and created the excess dimension or excess configuration, that could not be reasonably known, detected or prevented by You, then this exclusion will not apply.

7. Licensing

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by any person (including You) who is not licensed or authorised to drive the Conveyance under all relevant laws, by- laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not so licensed or authorised to do so by law.

8. Driving Under the Influence of Drugs or Alcohol

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by or is in the charge of You or any person:

a. under the influence of any drug or of intoxicating liquor to such an extent so as:

   i. to be incapable of having proper control of the Conveyance; or

   ii. to be at or above the concentration of drugs or alcohol that is prescribed under the law of the state or territory in which the loss or damage occurs and which is present in the breath, blood, urine or oral fluid of the person in control of or driving the Conveyance; or

   iii. to be impaired; or

b. in whose breath, blood, urine or oral fluid the concentration of alcohol or drugs is at or above that concentration where it is an offence to be in control of or drive or be in charge of a motor vehicle under the law of the state or territory in which the loss or damage occurs, or

c. who fails or refuses:

   i. to provide a specimen or sample of their breath for analysis by a breath analysing instrument; or

   ii. to provide a specimen or sample of their blood for a laboratory test or blood test; or

   iii. to provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis; or

iv. to undergo an assessment of drug impairment; or

v. to comply with a direction or requirement of a member of the Police force or other authorised person as to the provision of a specimen or sample as in (i), (ii), (iii) and (iv) above,

where such specimen or sample is sought or assessment is undertaken or such direction or requirement is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine or oral fluid.

However this exclusion will not apply if:

a. there are any relevant statutory provisions to the contrary; or

b. You prove that:

i. You did not consent to the Conveyance being driven by or in charge of a person so affected or so behaving; and

ii. You were not aware of or did not have knowledge that the Conveyance was or would be driven by or in charge of a person so affected or so behaving.

9. Out of Radius

Any loss, damage or liability incurred or caused to Cargo whilst Your Conveyance is being operated on an Out of Radius Journey provided that this Exclusion will not apply if We agree to provide Cover and You pay an additional Excess as noted in the table below in addition to the standard Policy Excess shown in Your Policy Schedule;

The additional radius Excess applies to Cargo carried by the Conveyance as follows:

a. a rigid truck; b. a non articulated trailer; or c. a combined unit of both;	**$3,000**
a. a prime mover; b. an articulated trailer; or c. a Combined Unit of both.	**$5,000**

'Out of Radius Journey' for the purposes of this exclusion only is where the destination is or was in excess of the nominated radius from Your base of operations specified in Your Policy Schedule.

10. Infectious Disease, Parasite or Biosecurity Act

Any loss, damage, liability or expense arising directly or indirectly or caused by or arising from:

a. the infection (or inoculation against such infection) of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise; or

b. any losses caused by a disease listed in the Biosecurity Act 2015 (including consequential amendments and transitional provisions) or similar.

11. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Any loss, damage, liability or expense that is directly or indirectly caused by or contributed to or arising from:

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;

EXCLUSIONS TO THIS POLICY

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. This 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; or

e. any chemical, biological, bio-chemical, or electromagnetic weapon.

12. War

Any loss, damage, liability or expense that is directly or indirectly caused by, contributed to, or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

13. Fines & Penalties

Any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

14. Fraudulent, Wilful & Deliberate Acts

Any loss, damage, liability or expense that arises out of:

a. a fraudulent or illegal act;

b. a wilful, or deliberate or malicious act; or

c. misconduct,

by You or with Your consent or anyone acting on Your behalf that:

i. contributes to; or

ii. results in,

any loss, damage, liability or expense insured under Your Policy.

15. Cyber Attack Exclusion (LMA5403 11/11/19)

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

However where this Policy covers an act of Terrorism, the above clause shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Any other cover provided by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.

Australia's Specialist Insurer

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