



QBE Insurance (Australia) Limited

# **Goods in transit Australia wide 'floor to floor' specific events policy**

Marine Insurance Policy Wording

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

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

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

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

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

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

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

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

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

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

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## Goods in transit Australia wide ‘floor to floor’ specific events Policy

### Insurers

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

### About QBE

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

## Important Information

### Duty of disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

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

### If you do not tell us something

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

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

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

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

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

### General Insurance Code of Practice

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

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

### Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a copy at no charge by us, please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Complaints

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

### Step 1 – Talk to us

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

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

### Step 2 – Customer Relations

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

You can also contact the Customer Relations team directly:

|               |  |
|---------------|--|
| <b>Phone:</b> | 1300 650 503   |
| <b>Fax:</b>   | (02) 8227 8594   |
| <b>Email:</b> | <a href="mailto:complaints@qbe.com">complaints@qbe.com</a> |
| <b>Post:</b>  | GPO Box 219, Parramatta NSW 2124                           |

### Step 3 – Still not resolved?

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

|               |  |
|---------------|--|
| <b>Phone:</b> | 1800 931 678   |
| <b>Email:</b> | <a href="mailto:info@afca.org.au">info@afca.org.au</a> |
| <b>Post:</b>  | GPO Box 3, Melbourne VIC 3001                          |

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no cost.

## Complaints just about privacy

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

|               |  |
|---------------|--|
| <b>Phone:</b> | 1300 363 992   |
| <b>Email:</b> | <a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a> |
| <b>Post:</b>  | GPO Box 5218, Sydney NSW 2001                                    |

## Section 1: Definitions

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

| Word or term                       | Meaning   |
|------------------------------------|---|
| Accident, accidental               | any occurrence or event which arises during the transit which results in loss or damage to the goods which is unintended and could not have been expected by a reasonable person who has actual knowledge of the good or means of transportation.   |
| Exhibition, demonstration, display | a public showing of the goods at premises not normally occupied by you, for the purpose of generating a sale.   |
| General average                    | means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property on board a sea going vessel at risk at a time of peril in a common maritime adventure.  |
| Goods                              | the interest insured as specified in the Policy Schedule.   |
| Period of insurance                | the period for which the cover under your Policy is in force. You will find this period of insurance in the Policy Schedule.  |
| Removal of debris/clean up costs   | we will pay the reasonable costs of removal and disposal of damaged goods or dead livestock, including the cost of cleaning the accident site, but excluding any expense or liability incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant beyond the road surface at the accident site. |
| Tools of trade                     | tools (excluding mobile phones, pagers, laptops/ notebooks/hand held or other personal computers, personal property, cash and credit cards) to enable you or your employee to carry out your normal business occupation.  |
| Travellers' samples                | a portion, piece or segment of your goods carried by your employee or authorised custodian for the purpose of demonstration to prospective customers.   |
| We, our, us                        | QBE Insurance (Australia) Limited, ABN 78 003 191 035.  |
| You, your                          | any of the person or persons/company named as the insured in the Policy Schedule.   |

## Section 2: This insurance contract

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

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

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

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

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

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

This insurance is subject to Australian federal law and practice.

## Section 3: The transit

### Goods other than livestock and motor vehicles

During the period of insurance:

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

### Livestock

During the period of insurance:

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

### Motor vehicles

During the period of insurance:

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

### The cover granted under this transit clause is subject to:

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

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

## Section 4: Specific events cover

This Policy provides the following cover:

### Goods/livestock

This Policy covers loss of or damage to the goods and/or death of livestock during transit (subject to the exclusions and general conditions listed in Sections 7 and 8) caused by the following events:

#### Land transit

- fire, explosion, earthquake, volcanic eruption, lightning, hail, flood;
- collision, jack-knifing, overturning and/or derailment of the conveying vehicle;
- impact of the goods or livestock with any external object except when that object is on or part of the conveying vehicle.

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

#### Sea transit

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

#### Air transit

- fire, explosion, earthquake, volcanic eruption, lightning, hail, flood;
- crashing and/or forced landing of the conveying aircraft.

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

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

Cover is extended to include humane killing of livestock which is necessary following an insured event specified above.

## Section 5: Optional extensions

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

### Dropping of load

This Policy is extended to cover loss or damage to goods caused by accidental dropping during the loading and unloading process.

### Exhibition/demonstration/display

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

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

### Theft and non-delivery

This Policy is extended to cover losses arising from theft and non-delivery of goods. However, when goods are in your custody or control cover is subject to exclusion 13 in Section 7.

### Tools of trade/travellers' samples (restricted cover)

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

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

and provided that:

- all doors, windows and openings of the vehicle including fixed carrying compartment (e.g. toolbox or enclosed tool trailer) are securely locked when the vehicle is left unattended;
- the vehicle and fixed carrying compartment (e.g. toolbox or enclosed tool trailer) must be of a fully enclosed design, capable of being securely locked at all times;

- the vehicle is not parked on a public thoroughfare or in a public parking area or private parking area when not being used in connection with the insured's business operation; and
- alarms on any alarmed vehicle must be in working order and activated when the vehicle is left unattended.

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

### Travellers' samples

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

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

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

## Section 6: Additional benefits

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

**Subject to the exclusions and general conditions listed in Sections 7 and 8:**

### Acquired companies

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

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

### Agistment expenses (livestock only)

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

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

### Delayed unpacking

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

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

### General average and salvage

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

### Loss of information/data/media

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

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

### Mustering costs (livestock only)

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

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

### Over-carrying

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

### Packaging

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

Subject to a limit of \$50,000 any one loss or series of losses arising from the one insured event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other insurance.

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

### Removal of debris/clean-up costs

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

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

### Re-securing

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

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

### Shut-out

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

### Transfer/onforwarding

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

### Wandering off (livestock only)

This Policy covers loss of livestock due to ‘wandering off’ from the scene of the accident caused by an insured event.

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

## Section 7: Exclusions (applicable to all sections)

### This Policy does not cover any loss or damage:

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

- as used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - > the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
  - > the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  - > the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

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

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

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- any chemical, biological, biochemical, or electromagnetic weapon.

### Sanction Limitation and Exclusion Clause

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

### Laws impacting cover

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

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

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

A. as per the Section 3: The Transit; or

B. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

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

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; and/or
- putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

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

### **Antiques, paintings and pictures**

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

1. delay, confiscation or detention by customs or other officials or authorities;
2. wear and tear, moth, vermin, normal atmospheric or climatic conditions;
3. inherent vice of the goods.

## **Section 8: General conditions (applicable to all sections)**

### **Alteration of risk**

You must give us notice as soon as reasonably practicable of any material change in the nature or circumstance of the risks covered by this Policy.

Where the *Marine Insurance Act 1909* (Cth) applies no claim arising after the change shall be payable unless the insurers have agreed to the change in writing.

Where the *Insurance Contracts Act 1984* (Cth) applies, and you do not give us notice, we will only cover you to the extent we would have agreed to cover you had you told us about the change.

### **Authorisation**

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

### **Automatic reinstatement**

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

### **Benefit of insurance**

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

### **Contribution and other insurance**

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

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

### **Sending you documents**

We may send letters, policy and other documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

### **Joint and co-insureds**

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

## References to Legislation

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

'Subsequent legislation' means:

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

## Underinsurance

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

## Third party interests

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

## Turnover/sendings and premium calculation

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

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

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

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

## Warranties

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

## Section 9: Claims

### How much we pay

The amount we pay will be either (unless otherwise stated in the Policy Schedule):

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

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

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

### Antiques, paintings and pictures

The amount we pay will be:

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

### Brands/labels

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

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

### Claims documentation

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

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

### Excess

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

### Fraudulent claims

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

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

## General average

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

## Limit of liability

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

## New machinery replacement

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

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

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

## Pairs and sets

Where any item is part of a pair or set, the Policy will only pay for the part of the pair or set which is lost or destroyed even if it cannot be replaced with a matching item. The insured value of the Goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

## Second-hand replacement

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

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

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

## What you must do

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

1. Immediate action
  - Take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by us).
  - Take all reasonable steps to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.
  - Inform the police as soon as possible after a theft is discovered.
2. Notification
  - Inform us of the event as soon as possible.
  - Submit to us full written particulars as soon as possible.
  - Send to us all correspondence and documents relating to the event.
  - Provide, or arrange for us to be provided with, statements, invoices, and other items documenting the amount of the loss.

3. When other parties may be liable to you for the loss, damage or liability, you must:
  - not agree to release those parties from liability;
  - hold the parties liable by delivering a notice of intention to claim within three days of delivery;
  - in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.
4. When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official.
  - If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.
5. If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery.
6. Inform us of the circumstances and let us have a copy of all relevant documents.

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

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

## How claims administration and legal proceedings are undertaken

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

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

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

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

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

## How Goods and Services Tax affects any payments we make

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

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

When you are:

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

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

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

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

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

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

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

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

## Section 10: Cancellation

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

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

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

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

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

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

