



Marine, Cargo & Transit

# Carriers Combined Load

Marine Insurance Policy Wording

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

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

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

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

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

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

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

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

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

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

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

# Marine Insurance Policy Wording

## Table of Contents

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<b>ABOUT THIS BOOKLET</b>	<b>5</b>		
+ ABOUT QBE .....	5		
+ ABOUT 360.....	5		
<b>IMPORTANT INFORMATION</b>	<b>6-7</b>		
+ GENERAL INSURANCE CODE OF PRACTICE .....	6		
+ PRIVACY .....	6		
+ COMPLAINTS.....	7		
+ FINANCIAL CLAIMS SCHEME .....	7		
<b>POLICY WORDING</b>	<b>8</b>		
+ OUR AGREEMENT .....	8		
+ HOW MUCH WE'LL PAY.....	8		
+ SECTION 1: WORDS WITH SPECIAL MEANINGS.....	8		
<b>POLICY TERMS AND CONDITIONS</b>	<b>10-16</b>		
+ SECTION 2: THIS INSURANCE CONTRACT .....	10		
+ SECTION 3: THE TRANSIT .....	11		
+ SECTION 4: BASIC LOAD COVER (AVAILABLE FOR ALL CARRIERS).....	11		
+ SECTION 5: BASIC LOAD COVER (OPTIONAL ADDITIONAL INSURED EVENTS).....	11		
+ SECTION 6: NOMINATED CLIENT OR COMMODITY ACCIDENTAL DAMAGE COVER .....	12		
+ SECTION 7: BASIC LOAD COVER & NOMINATED CLIENTS (ADDITIONAL BENEFITS).....	13		
		+ SECTION 8 (A): LEGAL DEFENCE COVER – CARRIERS USING APPROVED TERMS AND CONDITIONS (CONSIGNMENT NOTE) AND ACTING AS A PRINCIPAL CONTRACTOR.....	14
		+ SECTION 8 (B): LEGAL DEFENCE COVER – WHEN ACTING AS A SUBCONTRACTOR.....	14
		+ SECTION 9: ADDITIONAL FEATURES (APPLICABLE TO ALL SECTIONS) .....	15
		+ SECTION 10: GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS) .....	16
		<b>GENERAL CONDITIONS</b>	<b>18</b>
		<b>CLAIMS</b>	<b>20</b>
		+ HOW MUCH WE PAY .....	20
		<b>OTHER TERMS</b>	<b>23</b>

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Marine, Cargo & Transit

# About this Booklet

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

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

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

## For more information or to make a claim

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

+ **your financial services** provider.

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

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

## About QBE

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

## QBE in the community

### Premiums4Good™

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

## About 360

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

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

360 Marine contact details are:

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

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

# Important Information

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

## General Insurance Code of Practice

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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

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

## Privacy

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

### 360

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

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

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

A copy of the 360 Privacy Policy is located on the 360 website at [www.360uw.com.au](http://www.360uw.com.au)

### QBE

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

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

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

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



Marine, Cargo & Transit

## Complaints

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

### Step 1 – Talk to us

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

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

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

### Step 3 – Still not resolved?

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

Telephone. 1800 931 678  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Post. GPO Box 3, Melbourne VIC 3001

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

### More information

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

## Complaints just about privacy

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

Telephone. 1300 363 992  
Email. [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Post. GPO Box 5218, Sydney NSW 2001

## Financial Claims Scheme

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

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

### How to contact APRA

Telephone. 1300 558 849  
Calls from mobiles, public telephones or hotel rooms may attract additional charges.  
Online. [www.fcs.gov.au](http://www.fcs.gov.au)

## Contacting 360 Marine

### How to contact 360 Marine

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

Email.

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

# Policy Wording

This **policy** is issued by 360 Marine, Cargo & Transit Pty Ltd (ABN 98 666 683 763) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (AR 000319181) on behalf of QBE Insurance (Australia) Limited (ABN 78 003 191 035).

## Our Agreement

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

- + this Policy Wording;
- + **your policy schedule**, which sets out the cover **you've** chosen and any terms specific to **you**.

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

- + conditions and exclusions which apply to specific covers or sections;
- + general exclusions, which apply to any claim **you** make under this **policy**;
- + general conditions, which set out **your** responsibilities under this **policy**;
- + claims conditions, which set out **our** rights and **your** responsibilities when **you** make a claim; and
- + other terms, which set out how this **policy** operates.

### How much we'll pay

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

## Section 1: Words With Special Meanings

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

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

**Accidental** means:

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

**Approved terms and conditions** means:

Any written agreement defining or limiting **your** legal responsibility for **goods** in **your** care, custody and control. This includes a consignment note, freight note or conditions of contract issued by **you** (or a principal contractor) which incorporates into the contract of carriage its standard terms and conditions (which contain an exclusion of liability for loss of or damage to **goods** or livestock) as approved by **us**.

**Conveying vehicle** means:

Any mode of transport used by **you** to transport the **goods** whether owned by **you** or a **subcontractor**.

**Financial services** means:

Includes selling, arranging or offering insurance or giving financial product advice (as defined in **Section 766B** of the *Corporations Act 2001 (Cth)*) on **our** behalf.

**Goods** means:

General cargo and other property specified in the **policy schedule** while in **your** care, custody or control.

This **policy** does not cover (unless **we** have agreed and have specified it in the **policy schedule**) the transport of:

- + commercial bulk consignments (dangerous **goods**) as defined by Government authority:
  - liquid/gas/paste **goods** in a container with a capacity exceeding 500 litres;
  - solids in a container in an undivided quantity exceeding 500 kg;
  - dangerous **goods** transported by intermediate bulk containers (IBCs).
- + specialised bulk transport of motor vehicles, portable buildings, heavy machinery, livestock, refrigerated/perishable **goods** and household and personal effects including furniture;
- + bloodstock, exotic birds (e.g. ostriches, emus) and stud or prize animals;
- + cigarettes, tobacco and tobacco products (where the consignment is greater than \$50,000);
- + money, currency, notes, securities or negotiable documents;
- + property owned by **you**.

**Gross freight earnings** means:

The total gross revenue (a term which includes fees, charges and commissions but excludes GST) derived by **you** during the **period of insurance** for transportation services provided by **you** as principal, **subcontractor** or by **subcontractors** other than costs incurred in security permits, pilot and escort expenditure (where applicable).

**Loading and unloading** means:

**Your** loading or unloading of the **goods** as specified below:

General Cargo:

- + loading commences when the **goods** are picked up inside the warehouse/premises or place of storage for loading onto the **conveying vehicle** and terminates when the **goods** have been placed on the **conveying vehicle**;



- + unloading commences when the **goods** are being unloaded from the **conveying vehicle** and terminates when the **goods** are placed inside the warehouse/premises or place of storage.

#### Livestock:

- + loading commences when the livestock proceed on to the loading ramp of the **conveying vehicle** from the ground or loading dock adjacent to the **conveying vehicle** and terminates when the livestock have been positioned on the **conveying vehicle**;
- + unloading commences when the livestock proceed on to the loading ramp and terminates when the livestock are positioned on the ground or loading dock adjacent to the **conveying vehicle**.

#### Motor Vehicles:

- + loading commences when the motor vehicle's wheels/tracks are driven up to 500m from their parking position and on to the loading ramps of the **conveying vehicle** from the ground or loading dock adjacent to the **conveying vehicle** and terminates when the motor vehicle have been positioned on the **conveying vehicle**;
- + unloading commences from the time the motor vehicle commences to drive off the loading ramps and terminates when the motor vehicle is parked on the ground or loading dock adjacent or within 500m of the **conveying vehicle**.

Note: Where a tilt tray vehicle is used to convey **goods**, the above motor vehicle wording will also apply.

#### Crane:

- + loading commences when the **goods** are picked up by the crane hook from the warehouse/premises or place of storage for loading onto the **conveying vehicle** and terminates when the **goods** have been positioned on the **conveying vehicle**;
- + unloading commences when the **goods** are picked up by the crane hook and terminates when the **goods** are positioned inside warehouse/premises or place of storage.

#### Miscellaneous equipment means:

Electronic or hydraulic trolley jacks, webbing straps, tarpaulins, ropes and chains, trolleys, gates and dogs belonging to **you** or for which **you** are responsible.

#### Packaging means:

Packing materials, shipping containers, flat racks, crates, pallets, or similar receptacles belonging to **you** or for which **you** are responsible.

#### Period of insurance means:

The period shown in the **policy schedule** or any renewal period, during which the insurance provided by this **policy** is in force.

#### Personal property means:

Bedding, CB/UHF and scanner radios, food/drink and its containers (e.g. thermos-flasks, eskies and mobile fridges), clothing and personal accessories, footwear, personal entertainment equipment (e.g. portable radio, DVD/CD players, iPod or MP3 players), mobile telephones, pagers mobile GPRS units, and wallet BUT EXCLUDING laptop computers or tablets, money, credit cards, watches and jewellery.

#### Premium means:

The amount **you** pay for the insurance provided by this **policy**, including any taxes and other government charges.

#### Policy schedule means:

This Policy Wording and any endorsements **we** issue to **you** which amend this Policy Wording or the policy schedule.

#### Subcontractor means:

Any person, entity or company to whom **you** have entrusted the transit of the **goods**. Where **you** are acting as a **subcontractor** to a Principal Carrier, this means **you** are undertaking the transit of the **goods** on behalf of the Principal Carrier.

#### Terrorism 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;
- putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

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

#### We, us, our means:

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

#### You, your, yours means:

The person(s), companies or firms named on the current **policy schedule**.

# Policy Terms and Conditions

## Section 2: This Insurance Contract

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

### No insurance for your customers

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

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

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

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

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

**Your policy schedule** shows which insurance cover options **you** have selected and the amounts **you** are covered for.

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

This insurance is in consideration of the insured named in the **policy schedule**:

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

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

### Subcontractors used by you

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

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

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

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

### Law and practice

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

## Section 3: The Transit

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

### The transit terminates upon:

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

whichever first occurs.

## Section 4: Basic Load Cover (available for all carriers)

We will:

- a. indemnify **you**, irrespective of **your** legal liability or any terms or conditions of carriage, for loss of or damage to **goods** caused by an insured event while the **goods** are:
  - + in **your** custody; or
  - + in the custody of **your subcontractors**;

during the normal course of transit within the **period of insurance** and within the geographical limits specified in the **policy schedule**, or

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

If **we** don't believe that sufficient grounds exist to defend **your** liability **we** will write to **you** to give **our** reasons why.

### Insured events

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

- + fire, lightning, hail or explosion;
- + flood;
- + collision of the **conveying vehicle** except with the curb or uneven road surface;
- + collision, crashing or forced landing of aircraft;
- + collapse of bridges or culverts causing damage to the **goods** on the **conveying vehicle**;
- + hijack or armed hold up of a vehicle;
- + jack-knifing, overturning and/or derailment of the **conveying vehicle**;

- + impact of any object which is not on or part of the vehicle with the **goods** or livestock;
- + malicious damage to **goods** on the **conveying vehicle**.

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

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

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

### Livestock

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

### Refrigerated goods

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

## Section 5: Basic Load Cover (optional additional insured events)

Only when it is specified in the **policy schedule** that the **policy** includes the following additional insured events, cover is extended as follows:

### Additional expenses (consequential loss)

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

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

- a. evidence that the loss or damage happened while the **goods** were in transit and the loss or damage was caused by:
  - + an insured event shown in *Section 4: Basic Load Cover* – available for all carriers; and/or
  - + any optional additional insured event shown in *Section 5* which **we** have specified in **your policy schedule**; and
- b. evidence to substantiate the amount of the loss suffered by the owner of the **goods**.

To substantiate a loss under this extension **we** may require **you** to obtain documentary evidence of the loss from the owner of the

**goods.** We will write to **you** to tell **you** what documentation **we** will need to be provided depending on the type of loss involved.

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

### Collapse of decks clause

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

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

### Loading/unloading – accidental damage cover\*

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

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

### Rain water damage

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

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

### Mismanagement / failure of refrigerating machinery

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

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

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

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

### Shedding of load

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

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

### Theft and non-delivery

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

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

## Section 6: Nominated Client or Commodity Accidental Damage Cover

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

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

If **we** don't believe that sufficient grounds exist to defend **your** liability **we** will write to **you** to give **our** reasons why.

The insured event must occur during the **period of insurance** and geographical limits specified in the **policy schedule**.

### Insured events

#### 1. Non-refrigerated goods

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

## 2. Refrigerated goods

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

- I. **accidental** failure, breakdown, stoppage or malfunction of the refrigerating machinery; and/or
- II. mismanagement of the refrigerating machinery by **you** or **your subcontractors**; and/or
- III. disruption of the airflow within the carrying vehicle or container caused by mismanagement of the interior bulkheads by **you** or **your subcontractors**;

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

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

## 3. Livestock

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

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

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

## 4. Additional expenses (consequential loss)

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

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

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

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

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

## Section 7: Basic load Cover & Nominated Clients (additional benefits)

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

### Onforwarding clause

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

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

### Livestock risks

Where livestock have been included in the **goods** insured specified in the **policy schedule**, the following additional benefits will apply:

#### Agistment Expenses

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

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

#### Mustering Costs

This **policy** covers all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

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

#### Wandering Off Clause

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

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

## Section 8 (a): Legal Defence Cover – Carriers Using Approved Terms and Conditions (Consignment Note) and Acting as a Principal Contractor

The cover provided by this section applies to transits:

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

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

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

The insured event must occur during the **period of insurance** and geographical limits specified in the **policy schedule**.

**Your** cover may be reduced where:

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

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

## Additional Benefits

The following additional benefits will apply if **Section 8** is shown in the **policy schedule**:

### Errors & Omissions

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

- a. delay in performing **your** contractual obligations, except where the delay is caused or contributed to by **your** customer's instructions;
- b. delivery of **goods** to the wrong party and/or the wrong destination; and
- c. physical loss of and/or physical damage to **goods** to the extent that **your** liability is incurred or increased

by an incorrect statement or omission in any contract of carriage or handling documentation, arising from an occurrence during the **period of insurance** specified in the **policy**.

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

This benefit does not apply to **subcontractors**.

### Penalties

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

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

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

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

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

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

This benefit does not apply to **subcontractors**.

## Section 8 (b): Legal Defence Cover – When Acting as a Subcontractor

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

- a. **you** have contracted with **your** principal carrier under any Approved Carriage Conditions and **your** principal carrier has bound the owner, consignee, shipper, consignee, receiver of the **goods** and/or the party who

- brings a claim against **you**, to the **approved terms and conditions**; or
- b. the principal carrier has contracted with the owner, consignor, shipper, consignee, receiver of the **goods** and/or the party who brings a claim against **you** pursuant to the terms and conditions that:
    - I. contain at least the same level of immunity, indemnity, protection, limitation and defence as provided by the **approved terms and conditions**; and
    - II. include a provision that extends the benefits of the principal's contract of carriage conditions to the principal's **subcontractors**, servants or agents.

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

## Section 9: Additional Features (Applicable To All Sections)

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

### Accumulation

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

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

### Acquired companies

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

- + **you** hold a controlling interest or have agreed to accept responsibility for insurance;
- + **you** advise **us** of the existence of the company or firm not later than 60 days from the date of signing the purchase contract or date of formation;
- + **you** declare to **us** the estimated **gross freight earnings**, type of **goods** carried and past claims history; and

- + **you** agree to the additional conditions and **premium** required by **us** for cover under this clause to continue beyond 60 days.

### General average and salvage contribution

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

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

### Miscellaneous equipment

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

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

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

### Packaging and shipping containers

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

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

### Personal property

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

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

### Removal of debris/clean-up costs

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

Subject to a limit of \$100,000 for any one loss or series of losses caused by the one event.

### Resecuring

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

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

### Shipping container demurrage/SOLAS costs

This **policy** is extended to cover:

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

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

### Radioactive contamination

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

### Additional exclusions

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

This **policy** does not cover any loss, damage or liability:

1. To property other than the **goods** specified in this **policy**;
2. To **goods** carried in a vehicle which is unsafe or unroadworthy unless that condition of the vehicle could not reasonably have been detected by **you** or it did not contribute to the loss;
3. To **goods** when the vehicle is carrying a load in excess of that for which it was designed unless the overloading could not reasonably have been detected by **you**;
4. To **goods** when the vehicle is being driven by a driver who is not licensed under the applicable law to drive the vehicle unless **you** did not know and could not reasonably have known that the driver was unlicensed (unless **you** did not know or would not reasonably have known that the vehicle was unlicensed);
5. To **goods** when the vehicle is being driven by a person whose faculties are impaired by a drug or intoxicating liquor or who has a concentration of alcohol in his or her blood in excess of that permitted by law for a driver of a motor vehicle unless **you** did not know and could not reasonably have known that the driver was so affected. This exclusion will not apply to the extent that there are any statutory provisions to the contrary;
6. To **goods** out of any wilful act or acts committed by **you** or someone with **your** knowledge or connivance;
7. To **goods** as a result of reduction in value of **goods** due to repairs;
8. To **goods** as a result of electronic, electrical or mechanical failure unless there is visible external physical damage which occurred during transit caused by an insured event;

## Section 10: General Exclusions (Applicable To All Sections)

These general exclusions apply to all sections of this **policy**.

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



9. To **goods** directly or indirectly caused by war, acts of war (whether war be declared or not), rebellion, revolution, nationalisation, requisition, destruction or damage by or by the order of any government, public authority or local authority;
10. From fines, penalties, and/or liquidated damages (except as provided for in *Section 8(a)*);
11. From aggravated, exemplary or punitive damages;
12. From ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the **goods**;
13. From insufficiency or unsuitability of packing or preparation of the **goods** ("packing" shall include stowage, or restraint of the **goods** on **your** vehicle) except where:
  - + cover is provided under the mismanagement / failure of refrigerating machinery extension (detailed in *Section 5*) and the *Refrigerated Goods Cover* (detailed in *Section 6*); or
  - + carried out by a party other than **you** and occurred entirely without **your** knowledge; or
  - + carried out by **you** and **you** can demonstrate that there was no lack of due care on **your** part and **you** were not aware that the **packaging** was insufficient in nature;
14. From inherent vice or nature of the **goods** (except for refrigerated **goods** due to variation in temperature as provided in *Sections 4, 5 and 6*);
15. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay;
16. From the failure of the **you** or **your** employees, servants or **subcontractors** to take all reasonable precautions to ensure that the **goods** are kept in refrigerated, or, where appropriate, properly insulated and cooled space (for refrigerated **goods**);
17. To property (except for the insured **goods**) caused by the operation of a lifting device;
18. Where dangerous **goods**, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail;
19. To refrigerated **goods** caused by the failure of **your** refrigeration equipment which has not been regularly serviced and maintained;
20. From communicable diseases:
  - + this **policy** does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
  - + as used herein, a communicable disease means any disease which can be transmitted by means

of any substance or agent from any organism to another organism where:

- 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 bodily injury, illness, damage to human health, human welfare or property.
21. From Cyber – the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

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

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

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

### Sanctions limitation and exclusion 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.

# General Conditions

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

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

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

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

## Authorisation

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

## Due care

At all times, **you** must take appropriate care in:

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

## Premium calculation

**Premium** calculation of this **policy** will be on the basis as agreed at **policy** inception and detailed in the **policy schedule**.

This will be adjustable on actual **gross freight earnings**.

## Premium adjustment

As agreed on inception and specified in the **policy schedule**:

### Adjustable on Actual Gross Freight Earnings

1. If the **policy schedule** shows a deposit **premium** (freight earnings), the deposit **premium** is calculated at the commencement of each **period of insurance** based on estimated **gross freight earnings** provided by **you**;

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

## Assistance and co-operation

**You** must provide reasonable assistance to **us**, including:

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

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

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

## Care and maintenance

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

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

### Changes to your circumstances

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

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

### Other interests

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

**You** must not transfer any interests in **your policy** without **our** written consent (which will not be unreasonably withheld).

Any person whose interests **you've** told **us** about and **we've** noted on **your policy schedule** is bound by the terms of **your policy** in relation to any claim they make.

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

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

**You** must take the following steps:

1. Action as soon as possible
  - + take all reasonable measures to avoid or minimise any loss, damage or liability (the reasonable and necessary cost of doing this will be payable by **us**);
  - + if theft is covered by this **policy**, inform the police as soon as possible after the theft is discovered and provide details of the report to **us**. **We** may need the police report number to process **your** claim or **our** recovery action if there is a third party who is liable for **your** loss.
2. Notification
  - + **you** must inform **us** of the event as soon as possible. **We** will not accept notification from any other person including any client nominated under clause 6;
  - + submit to **us** full written particulars as soon as possible;
  - + send to **us** all correspondence and documents relating to the event;
  - + reject any claim made against **you** and deny any liability in writing in accordance with the terms and conditions of the consignment note (where **you** have not accepted responsibility) and advise **us** as soon as possible;
  - + provide or arrange for **us** to be provided with invoices, statements and other documents evidencing the amount of the loss.
3. What should not be done
  - + do not admit liability;
  - + do not repair or replace any **goods** until **you** have our approval;
  - + do not dispose of the damaged **goods** without our approval.
4. When someone else may be liable

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

- + not agree to release that person from liability;
- + hold that person liable by delivering a notice of intention to claim;
- + inform **us** of the circumstances and let **us** have a copy of all relevant documents.
- + **we** may exercise all **your** legal rights relating to the loss or damage. **We** may prosecute or defend any legal proceedings in **your** name and use **our** discretion in the exercise of **your** (or their) legal rights.

## How claims administration and legal proceedings are undertaken

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

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

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

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

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

## How Much We Pay

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

Depending upon the circumstances, the amount payable will be:

#### Goods

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

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

## Livestock

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

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

## Packaging (shipping containers)

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

## Amount payable – legal defence

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

- + the actual liability incurred; or
- + the limit of liability specified in the **policy schedule**, whichever is the lesser amount.

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

## Brands / labels

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

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

## Pairs & sets clause

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

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

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

**you** can choose to either:

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

## Limit of liability

**Our** liability is limited to the amount specified in the **policy schedule** for any one accident or series of accidents caused by the one event (excluding applicable additional benefits specified in [Section 7](#)).

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

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

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

## Excess

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

Unless otherwise stated in the **policy schedule**, no excess will apply to the insured events detailed in [Section 4](#).

## No claim

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

## Miscellaneous claims conditions

### Automatic reinstatement

When an amount is paid under this **policy**, the limit of liability is automatically reinstated to the amount specified in the **policy schedule**, subject to payment of an additional **premium** (where applicable). If **we** request an additional **premium**, **you** must pay it to **us**, or the cover will be reduced by the amount of the claim settlement.

### Fraudulent claims

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

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

### Payees

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

### Contribution and other insurance

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

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

### GST

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

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

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

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

### Preventing our right of recovery

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

### Salvage

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

# Other Terms

These other terms apply to how **your policy** operates.

## Cancelling your policy

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

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

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

If **you've** paid **your premium** in advance, **we'll** refund **you** the proportion of the **premium** for the remaining **period of insurance**, less any non-refundable government fees, duties or charges, subject to **you** providing **your** actual figures as set out in the *General Conditions – Premium Adjustment Section* of the **policy** and **our** adjusting the **premium** accordingly.

## Changing your policy

Changes to this **policy** only become effective when **we** agree to them and send **you** a new **policy schedule** detailing the change.

## When there is more than one insured

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

## Sending you documents

**We** may send letters, **policy** and other related 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 addresses on record and let **us** know as soon as these change.

## References to legislation

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

'Subsequent Legislation' means:

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







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