



Carriers Transit Insurance

Policy Document

Sydney Parramatta Brisbane Townsville Melbourne Adelaide Darwin Perth Newcastle Albury



INSURANCE

Global Transport & Automotive Insurance Solutions Pty Ltd
ABN 93 069 048 255 AFS Licence No 240714

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Introduction

Welcome and thank You for choosing the GT Insurance Carriers Transit Insurance Policy.

The Insurer

Allianz Australia Insurance Limited
AFS Licence No. 234 708 ABN 15 000 122 850
of 2 Market Street, Sydney, NSW, 2000.

The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd (GT Insurance) AFS Licence No. 240714 ABN 93 069 048 255 of Level 3, Suite 3.01, 213 Miller Street, North Sydney, NSW 2060 is an underwriting agency which specialises in arranging insurance in respect of Motor Vehicles and Mobile Plant and related insurances. GT Insurance acts as the agent of Allianz to market, solicit, offer, arrange and administer the insurance.

GT Insurance has a binding authority to issue, vary and cancel contracts of insurance and to deal with or settle claims on behalf of Allianz. If You need information about this insurance in the first instance, contact GT Insurance.

Other information

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder agreement with Us, then the broker is acting as Your agent.

Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. You can ask them or Us for more information.

Phone for assistance

If You need to clarify any of the information contained in the Policy document or You have any other queries regarding Your insurance Policy, please use the contact details below.

For all enquiries, please contact:

GT Insurance
Level 3, Suite 3.01, 213 Miller Street,
North Sydney, NSW 2060
PO Box 1937,
North Sydney, NSW 2059
Website: www.gtins.com.au
Phone: (02) 9966 8820
Fax: (02) 9966 8840

Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

How to make a claim

Details about how to make a claim are provided in this document under the Claims procedures section.

Premium

We calculate Your premium after taking a variety of factors into account:

- some factors are preset e.g. costs of distribution and profit component. Other factors can affect the amount of Your premium. The higher Your risk profile is, the higher Your premium. Using Our experience We decide what factors increase Your risk profile and their impact on Your premium e.g. if You select higher limits, choose low Excess(es) or have a high claims experience, Your premium usually increases. If You select lower limits, choose higher Excess(es) or Your claims experience is low, Your premium usually reduces;
- Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory Government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your Policy. In some cases We are required to pay an estimated amount based on criteria set by the Government. In such cases, We allocate to the Policy Our estimate of the amount We will be required to pay. We may either over-recover or under-recover in any particular year and no adjustment is made to Your premium by reference to this.

We may take into account the under or over-recovery for Our calculation of the allocation to policies in future years. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and Government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes or Government charges being added.

Discounts are available at the time of printing and are subject to change.

GT Insurance may also charge You a Policy fee which will be shown in Your Schedule. The Policy fee is charged whenever We arrange for the issue or renewal of, or for an endorsement to, Your Policy.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the Policy commencement date. If You fail to pay the premium We may cancel Your Policy or We may be entitled to reduce or refuse to pay a claim, to the extent permitted by law.

Instalment Premiums

If You pay Your premium by instalments refer to the "General conditions" section for important details on Your and Our rights and obligations.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount when You apply and when and how it can be paid.

This is confirmed in the Schedule We issue to You. The Schedule shows the amount You need to pay and the due date for the annual Premium or instalments.

If You pay Your premium by way of instalments and:

- the premium instalment remains unpaid for at least 14 days after the due date of the instalment, We may refuse to pay any claim under the Policy arising from an event occurring after the due date of the instalment.
- the premium instalment remains unpaid for at least one month after the due date of the instalment, We may cancel Your Policy by providing You with written notice of cancellation.

Cancellation rights under the Policy

How You may cancel the Policy

The Insured may cancel the Policy at any time by telling Us in writing that they want to cancel it. The Insured can do this by giving the notice to Your broker or Us.

Where there is more than one contracting Insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting Insureds named as the Insured or from a person authorised to act as agent of all such persons.

How We may cancel the Policy

We have the right to cancel the Policy where permitted by and in accordance with law.

For example, We may cancel:

- if You failed to comply with Your Duty of Disclosure; or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
- where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You,

and We may do so by giving You at least three business days' notice in writing of the date from which the Policy will be cancelled.

The notification may be delivered personally, emailed or posted to You at the address (including an email address) last notified to Us or delivered to Your intermediary.

If You or We cancel the Policy We will determine the amount of any premium that is refundable to You. In determining the premium refund amount, We may deduct:

- a pro rata proportion of the premium for time on risk;
- a cancellation fee of 10% of the premium refund amount for the reasonable administrative and transaction costs We incur in cancelling the Policy; and
- any government taxes or duties We cannot recover.

If the Policy is cancelled from an effective date which is after the commencement date then no part of the Policy fee charged by GT Insurance will be refunded.

In the event that You have made a claim under the Policy and We have agreed to pay You the full Sum Insured, Market Value or Agreed Value, whichever is applicable, for property insured no return of premium will be made for any unused portion of the premium on the property insured.

Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, and the premium funding company requests cancellation of the Policy, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

Your Duty of Disclosure

Before You enter into this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

Your Duty of Disclosure when You enter into the contract with Us for the first time

When answering Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

Your Duty of Disclosure when You vary, extend, reinstate or replace the contract

When You vary, extend, reinstate or replace the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

What You do not need to tell Us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Privacy notice

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our', 'Us' means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Limited.

How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of Our products and services provided by Us, Our related companies, brokers, intermediaries and business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You.

You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling:

- GT Insurance on (02) 9966 8820, EST 8.45am-5pm, Monday to Friday or by writing to GT Insurance, PO Box 1937, North Sydney, NSW 2059.

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to Government, law enforcement, dispute resolution, statutory or regulatory bodies, and industry databases or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling:

- GT Insurance on (02) 9966 8820 EST 8.45am-5pm, Monday to Friday, or by writing to Us at GT Insurance, PO Box 1937, North Sydney, NSW 2059

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at www.gtins.com.au and www.allianz.com.au.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

Your Consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise.

If You wish to withdraw Your consent, including for such things as receiving information on products and offers by Us or persons We have an association with, please contact Us.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

Complaints – Internal

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 02 9966 8820 EST 8am-6pm.

Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal of Your Policy and if so on what terms.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

If We offer renewal, We will send You a notice advising the renewal terms and the amount payable to renew the Policy.

It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the Sum Insured amounts and Excess(es) applicable and to ensure the levels of cover are appropriate for You. You also need to take into account any underinsurance provisions of the Policy. Please note that You need to comply with Your Duty of Disclosure before each renewal.

Financial Claims Scheme

In the unlikely event that Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

Definitions

Accident means an unexpected, unforeseen or unintended incident involving Your Goods or Livestock.

Accidental Damage means Damage as the consequence of an Accident.

Approved Terms and Conditions means:

- a) Your Terms and Conditions of cartage declared to and approved by Us prior to the commencement of Transit; or
- b) Where You are acting as a Subcontractor to a Principal Carrier:
 - (i) the subcontract agreement between You and the Principal Carrier and the Terms and Conditions issued by the Principal Carrier to the owner, consignee, shipper or consignor and/or party that brings the claim against You both of which have previously been declared to and approved by Us; or
 - (ii) where the Principal Carrier has bound the owner, consignee, shipper or consignor and/or party that brings the claim against You to Terms and Conditions that contain at least the same level of immunity, indemnity, protection, limitation and defence as Your own Approved Terms and Conditions and:
 - include a provision that extends the benefits of the Terms and Conditions to the Principal Carrier's Subcontractors, servants and agents (which includes You); and
 - this immunity, protection, limitation and defence provided to You has not been overridden by any term contained in any contract agreed between You and the Principal Carrier.

Business means the business described in the Schedule, carried on by You or on Your behalf at or from the premises and any trade or occupation incidental to that business.

Conveying Vehicle means any mode of transport, used by You to transport the Goods, whether owned by You or a Subcontractor.

Consequential Loss means:

- a) loss of profit incurred; or
- b) increased costs incurred to avoid or minimise a loss of profit; and/or
- c) any other special costs incurred;

by Your Customer as the direct consequence of loss or Damage to Goods during Transit or where use of the Goods has been impaired or made impossible as a result of loss or Damage during Transit.

Customer means the entity for which You provide Your services.

Damage(d) means physical loss or destruction.

Dangerous Goods means substances or materials specified as such under the Australian Dangerous Goods Code (ADG Code) (or any equivalent or replacement thereof) and diesel.

Deliberate Third Party Act means the deliberate act of any party other than You which was committed without Your knowledge or connivance provided this has not resulted from Your lack of due diligence.

This includes deliberate Damage by Federal, State or Local authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/ pollution resulting from an Event.

Due Care means the exercising by You of appropriate levels of prudence and caution in:

- a) the selection of, and provision of handling instructions to, third party transport service providers/contractors;
- b) the selection of packaging appropriate to protect the Goods where this is organised by You;
- c) the handling, storage and movement of Goods by You including:
 - (i) security measures to protect the Goods against theft where appropriate based on the nature of the Goods whilst either in Your Conveying Vehicle or whilst temporarily removed from the Conveying Vehicle; and
 - (ii) the maintenance of Your Conveying Vehicles (including refrigeration machinery and security devices) in proper repair and sound working conditions; and
 - (iii) the employment of competent drivers and other Employees involved in transport or handling of Goods; and
 - (iv) the compliance with all statutory obligations, by-laws, regulations and standards imposed by public authorities.

Employee(s) means any person(s):

- a) engaged in the Business under a contract of service or apprenticeship; or
- b) supplied to You by a contract of labour hire.

Event(s) means one incident or all incidents of a series consequent upon or attributable to one originating cause.

Excess(es) means the amount(s) of money specified in the Schedule or otherwise stated in Your Policy that You must contribute as the first payment for each claim.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

General Average means the maritime legal principle by which, should the ship-owner, one or more cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.

Goods means Customer property of any type other than the types listed under the General exclusions applicable Parts A, B and C, A. Property (Goods) exclusions. Goods includes Livestock unless otherwise specified.

Gross Freight Earnings means the total income derived by You from the carrying of Goods, whether as a principal, Subcontractor or through or by the use of Subcontractors without any deduction for any cost of operation, fixed recurring or isolated overhead, or any other expenses of any kind.

Indemnity or **Indemnify** means that if there is Damage directly caused by any of the Events covered, We will at Our option pay You in accordance with the Basis of Settlement applicable to the relevant section.

Insured means the person(s) shown as the Insured on the Schedule.

Limit of Indemnity means the amount stated in the Policy or in the Schedule. This is the maximum amount We will pay for any claim or claims arising from one Event unless otherwise stated in the Policy or Schedule.

Livestock means sheep, cattle, goats and pigs and/ or other herd animals as specified in the Schedule but excluding horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals.

Loading and Unloading means loading or unloading of the Goods as specified below:

- a) Where the Goods are loaded or unloaded by crane

Loading commences when the Goods are attached to and picked up by Your crane hook, or one which is controlled by You or Your Employees or Subcontractors for the purposes of Loading the consignment onto Your Conveying Vehicle at the consignor's warehouse/premises or place of storage and terminates when the Goods have been positioned on Your Conveying Vehicle.

Unloading commences when the Goods are picked up by Your crane hook or one which is controlled by You or Your Employees or Subcontractors for the purposes of Unloading the Goods from Your Conveying Vehicle and terminates when the Goods are placed by You or Your Employees or Subcontractors at the designated delivery point at the receiver's warehouse/premises or place of storage.

- b) Where the Goods being loaded or unloaded are Livestock

Loading commences when the Livestock proceed on to the loading ramp of Your Conveying Vehicle from the ground or loading dock adjacent to Your Conveying Vehicle and terminates when the Livestock have been positioned on Your 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 Your Conveying Vehicle.

- c) Where the Goods being loaded or unloaded are motor vehicles

Loading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purposes of being driven onto the loading ramps of Your Conveying Vehicle from the ground or loading dock adjacent to the Conveying Vehicle or from the point where the motor vehicle(s) is currently parked provided that the distance driven to Your Conveying Vehicle does not exceed 100 metres and terminates when the motor vehicle(s) being transported have been positioned on Your Conveying Vehicle.

Unloading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purpose of delivery (or for the purposes of being placed into storage at the election of Your Customer) and terminates when the motor vehicle(s) being carried is parked by You in the receiver's premises or in the loading dock, provided this is within 100 metres of Your Conveying Vehicle, or alternatively, once the motor vehicle's wheels or tracks are driven off Your Conveying Vehicle and are on the road or loading dock immediately adjacent to Your Conveying Vehicle.

Note: where a tilt tray vehicle is used to transport the Goods the above motor vehicle Loading/ Unloading definition will also apply.

- d) In relation to the loading or unloading of Goods which do not fall under any of the types or circumstances mentioned in a) to c) above

Loading commences when the Goods are first picked up inside the warehouse/premises or place of storage for the purposes of Loading onto Your Conveying Vehicle and terminates when the Goods have been placed on Your Conveying Vehicle.

Unloading commences when the Goods are picked up from Your Conveying Vehicle for the purposes of delivery to the receiver and terminates when the Goods are placed by You at the designated delivery point at the receiver's warehouse/premises or place of storage.

Malicious Damage means intentional Damage done to Your insured property by someone else without Your consent.

Optional Benefit means the endorsement(s) or clauses described under the Optional Benefits section of each cover Sections (where applicable) of this Policy. Optional Benefits are not applicable unless they are shown as being applicable in Your Schedule.

Overturning means inversion, laying at rest upon the side (which shall not include partial tipping causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through collision of Your Conveying Vehicle).

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

Period of Insurance means the period commencing on the effective date and ending at 4pm on the expiry date as shown in the Schedule, unless the Policy otherwise ends earlier in accordance with its terms or the law.

Personal Property means bedding, CB/UHF and scanner radios, food and drink and its containers (including thermos-flasks, eskies and mobile fridge), clothing and personal accessories and hygiene items, footwear and personal entertainment equipment (e.g. DVD/CD players, iPods or MP3 players).

Personal Property excludes money or any negotiable or non-negotiable documents that represent money, credit cards, watches and jewellery, mobile phones, pagers, laptop computers or PDAs/tablets, mobile GPRS units, precious metals or stones. (Also refer to General exclusions Parts A, B and C for any other properties which are not insured under this Policy).

Policy means this document, the Schedule, and any endorsement, restriction, specification, attachment or memoranda affixed to it and any other document that We agree in writing will form part of the Policy.

Principal Carrier means another carrier with whom You have entered an agreement to act as Subcontractor in respect of a particular shipment, contract, or multiple consignments.

Refrigerated Goods means cargo in Your care, custody or control that is temperature controlled.

Schedule means the most current Schedule to Your Policy that We give You which specifies details such as the cover sections that apply, including Optional Benefits, Optional Conditions (as defined in Section 1), restrictions, Policy number, relevant property insured, Sums Insured and/or Agreed Value (as defined in Section 1 if applicable), Excess(es), Limits of Liability, sub limits, additional endorsements and/or conditions and premium. It also includes any documents that We and You agree in writing will form part of the Schedule.

Subcontractor means a party with whom a Principal Carrier contracts to carry Goods and includes subcontractors of Subcontractors.

Sum Insured means the amount (s) stated in Your Policy Schedule and is the maximum amount We will pay, less any applicable Excess(es).

Terms and Conditions includes consignment notes, freight notes or standard conditions of contract incorporated into the contract for cartage or a contract which has been individually negotiated with a particular Customer issued by You (or a Principal Contractor) which limits Your liability for loss or Damage to the Goods.

Territorial Limits means the geographical area anywhere within Australia or New Zealand unless stated otherwise within an individual cover section or in the Schedule.

Transit means the period of time during the Period of Insurance which starts from the point where:

- a) You first take possession of the Goods at the consignor's warehouse or premises for the purpose of Loading onto Your Conveying Vehicle for transportation to the consignee at another destination outside the warehouse or premises. Your Conveying Vehicle must leave the consignor's warehouse or premises within 72 hours of Your taking possession of the Goods for the purposes of transportation;

and ends at the earlier of:

- a) completion of Unloading and final delivery to the consignee at their warehouse or premises; or
- b) interruption of the normal course of transport at the election of Your Customer for the purposes of storage, allocation or distribution; or
- c) delivery of the Goods to the receiver or another responsible party as agreed with the consignor or consignee.

Extension of Transit

Transit continues during incidental storage at Your depots or premises which has not been requested by Your Customer but is necessary solely for the purposes of normal transshipment, handling, agistment (of Livestock) or load consolidation/deconsolidation. In the case of Livestock during long haul movements, Transit continues for up to seven days during necessary temporary resting/spelling.

Transit continues whilst the Goods remain on Your Conveying Vehicle for up to 48 hours after arrival at the destination in the event that the Goods cannot be immediately Unloaded and delivered to the consignee.

Provided that the Goods remain within the Territorial Limits and within Your (or Your Subcontractor's) care, Transit continues:

- a) where the Goods are over-carried to an incorrect destination, until they are returned to the original consignor or delivered to the correct destination;
- b) where re-consigned or reshipped direct from a wharf or airport at the intended destination to another destination within the Territorial Limits, until arrival at the final destination;
- c) where shut out from Your Conveying Vehicle at an intermediate place during the course of Transit and whilst awaiting an alternative Conveying Vehicle, provided they are stored in a secure area.

We, Us, Our means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 exclusively through its subsidiary and underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No 240714 ABN 93 069 048 255.

You or Your means

- a) those persons names as "the Insured" in the Policy Schedule. They are the contracting insured(s);
- b) the subsidiary companies and other entities a person referred to in clause a) above has a controlling interest in at the commencement of the Period of Insurance; and
- c) other third parties who are specifically provided with cover under the Policy provided that:
 - (i) such persons can make a claim for benefits under the Policy entered into by You in accordance with the Policy terms and conditions. This right rises solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They do not enter into any agreement with Us and are not charged by Us for the right to make a claim for those benefits. Neither We nor You hold anything on trust for, or for the benefit or on behalf of such persons;
 - (ii) such persons have no right to cancel or vary the Policy or its cover – only You (as the contracting insured) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such person's consent to do so; and
 - (iii) We do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to You as the only person We have contractual obligations to under the Policy.

The Cover

We will provide cover on the basis of the Cover Option selected and in respect of covered loss, Damage or liability for Goods and/or Livestock carried by You, whilst in Transit during the Period of Insurance and whilst Your Conveying Vehicle is operating within the Territorial Limits.

The following Cover Options are available under this Policy:

1. Part A – Carriers Legal Liability; or
2. Part B – Accidental Damage; or
3. Part C – Specified Perils.

You may select more than one Cover Option, but if You have cover under any two, or all three Cover Options (Parts A, B and/or C, You may only claim under one Part/Cover Option for any one loss or series of losses arising from the same insured Event.

Part A – Carrier’s Legal Liability

Scope of Cover

Carriers using Approved Terms and Conditions

This cover option is only available where You utilise Approved Terms and Conditions to limit Your legal responsibility for Goods carried by You.

Where this cover option is selected and noted as insured in the Schedule as applicable, and subject to the terms and conditions, exclusions and limitations of the Policy, We provide the following cover.

Liability Cover

We will Indemnify You for all sums that You shall become legally liable to pay as compensation for:

- a) loss of or Damage to Goods:
 - (i) whilst in Your Conveying Vehicle or in Your premises;
 - (ii) within Your or Your Subcontractor’s care, custody or control; and
 - (iii) in Transit within the Territorial Limits; and
- b) consequential Loss incurred by the owner of the Goods caused solely by the loss of or Damage to the Goods, which occurs during the Period of Insurance and within the territorial Limits, up to the relevant Sum Insured.

Additional Covers

We will also pay:

- a) all legal costs and legal expenses incurred by You with Our prior consent or recoverable from You in connection with a claim covered under the Liability Cover clause above;
- b) any interest awarded against You arising therefrom; and
- c) the Additional Benefits - Parts A, B and C unless specified otherwise in the Schedule (where applicable).

Where You choose not to use or deliberately vary the Approved Terms and Conditions

Where You:

- a) intentionally choose not to rely upon the Approved Terms and Conditions; or
- b) acting as Subcontractor to a Principal Carrier, intentionally agree to contract on terms which do not provide You with the same level of immunity, indemnity, protection, limitation and defence as Your Approved Terms and Conditions (or agree to subcontract to the Principal Carrier for work where the Principal Carrier does not limit their liability and that of their Subcontractor(s) by means of written Terms and Conditions); or
- c) materially vary, waive, alter or amend Your Approved Terms and Conditions and do not notify Us and obtain Our approval (that is, through the changes intentionally made by You to the Approved Terms and Conditions You diminish the legal effectiveness of the Approved Terms and Conditions in respect to limiting Your liability for the Goods or other losses consequent thereon),

then cover under the Liability Cover clause above will be limited to either:

- (i) all sums that You shall become legally liable to pay as compensation for loss of or Damage to Goods covered under that clause entrusted to Your care, custody and control caused by one of the insured Events listed under Part C of this Policy but excluding the Optional Benefit listed for Part C; or
- (ii) for any other cause of loss/Event, amounts which You would have been liable to pay had the Approved Terms and Conditions been utilised and incorporated into the contract of carriage for the consignment.

Where the covered Goods are also insured under Part B and/or Part C (and You have taken one or more of these Parts), failure to issue or rely on Approved Terms and Conditions will not preclude You from claiming for the loss under Part B or C. However, if You have cover under any two, or all three Parts, You may only claim under one Part for any one loss or series of losses arising from the same insured Event.

Accidental error in issuing Approved Terms and Conditions

We will Indemnify You in accordance with the Liability Cover clause in this Part A where You (or the Principal Carrier, where applicable), due to an accidental error in normal business procedure(s):

- a) have inadvertently altered or failed to correctly issue the Approved Terms and Conditions but can demonstrate prior trading with the consignor / owner of the covered Goods or their authorised representative under the Approved Terms and Conditions; or
- b) vary, alter or amend Your Approved Terms and Conditions and inadvertently fail to obtain Our approval to the changes made (provided such modifications do not significantly diminish the legal effectiveness provided by the Terms and Conditions issued in respect to limiting Your liability for the covered Goods or other losses consequent thereon).

About Parts B and C

Cover is only provided under Part B Accidental Damage cover or Part C Specified Perils cover if the Part is specified as applicable in the Schedule. The relevant cover is provided subject to the other terms, conditions, exclusions and limitations of the Policy.

Loss of or Damage to Goods covered under Parts B and C

We will Indemnify You for loss of or Damage to Goods whilst within:

- a) Your Conveying Vehicle or in Your premises;
- b) either Your or Your Subcontractor's care, custody or control; and
- c) the Territorial Limits,

caused by a Part B or Part C insured Event (as applicable), which occurs both during Transit and the Period of Insurance up to the relevant Sum Insured for the applicable Part B or C.

For covered Livestock We also cover You under the above insuring clause for their death and/or destruction, including slaughter for humane reasons, where necessary due to an insured Event.

Where the Goods are temperature controlled, chilled, perishable or Refrigerated Goods We cover deterioration of the Goods as a result of one of the covered insured Events.

Note: The above cover applies irrespective of whether You are legally liable to the Customer for the loss or Damage to the covered Goods. If You choose to decline liability to a Customer the Liability Defence Costs Cover below can apply.

Liability Defence Costs Cover

Should You decide to decline liability under Your conditions of carriage for any claim in relation to loss of or Damage to Goods that would otherwise be covered by Part B and/or C (as applicable), We will defend any claim made against You and pay:

- a) all legal costs and legal expenses incurred by You with Our prior consent; and
- b) any amounts awarded against You, including interest, up to but not exceeding the Sum Insured for the relevant Section.

Consequential Loss of owner of Goods Cover

We will also pay, where You are legally liable to pay compensation for Consequential Loss incurred by the owner of the Goods caused solely by loss of or Damage to the Goods covered under the relevant Part B or C 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) in addition to the Sum Insured.

Additional Covers

We will also pay the Additional Benefits Applicable to Parts A, B and C unless specified otherwise in the Schedule (where applicable).

Basis of Settlement under Part B and Part C

Subject to the specific exceptions below and the terms and conditions of the Policy, the amount We will pay for loss of or Damage to the Goods claimable under either Part B or C will be the lesser of:

- a) the invoice value covering the Goods;
- b) the actual market value of the Goods where there is no invoice value;
- c) the cost of repairing or replacing the Goods with items of similar age and condition or as near as possible to that age or condition (however, under no circumstances do We cover You for any reduction in the value of Goods because of repairs); or
- d) the amounts We negotiate as settlement for the loss of or Damage to the Goods with the owner(s) on Your behalf.

The following specific exceptions apply:

- For Livestock, We will pay 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, breed and condition or as close as possible to the age, breed and condition of the original Livestock but not exceeding the relevant Sum Insured.
- For artwork or antiques, the market value of the Goods as assessed by an independent and qualified valuer but not exceeding the relevant Sum Insured.
- For new machinery which has been Damaged, We will pay for the cost of replacement or repair of the Damaged part or parts plus any additional charges for forwarding and refitting but not exceeding the relevant Sum Insured.
- For used machinery, in the event of a total or constructive total loss:
 - (i) for sales/purchases – the purchase or sale price (invoice price) plus freight and incidental transport charges;
 - (ii) for stock transfers and other movements not involving a sale/purchase to evidence the value of the machine:
 - where a second-hand market for the Goods exists – market value at the time of the loss plus freight and incidental transport charges;
 - for specialised machinery where there is no second hand market – the written down asset value as evidenced by the claimant’s accounting records, or the new replacement value based on the closest available equivalent machine of similar technical specifications less agreed depreciation based on the age and condition of the insured machinery at the time of the loss, plus freight and incidental transport charges.

The amount payable in the event of a partial loss will not exceed the cost of repairing and reinstating the item to a condition equal to but not better or more extensive than its pre-loss condition, and in any event not exceeding the above.

- For Packaging/shipping containers, We will pay the cost of repair or replacement (as required by the hand over agreement or similar document) but not exceeding the insured sub-limit expressed in the Policy or the Schedule where different.
- In the event of loss affecting labels only, the amount recoverable is limited to the cost of new labels, reconditioning and re-labelling the Goods but not exceeding the relevant Sum Insured.

Part B – Accidental Damage

Scope of Cover

The insured Events applicable to this Part B are:

- a) an Accident; or
 - b) a Deliberate Third Party Act,
- but excluding deterioration in Goods caused solely by a variation in temperature (other than due to variation in temperature below or above the documented required range for transportation of the Goods for a period in excess of four consecutive hours or otherwise stated in the Schedule where different), caused by:
- a) Accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery which results in:
 - (i) its failure to deliver air at the preset temperature; or
 - (ii) it being unable to perform its normal refrigeration cycle;
 - b) mismanagement of the refrigerating machinery by You or Your Subcontractors, including selection of incorrect temperature or failure to turn on power; or
 - c) disruption of the airflow within Your Conveying Vehicle or container caused by mismanagement of the interior bulkheads by You or Your Subcontractors.

We will not cover You where the loss of or Damage is caused by Your failure to properly maintain Your refrigeration machinery. If required by Us You will need to provide evidence that the refrigeration machinery has been properly maintained.

Part C – Specified Perils

Scope of Cover

The insured Events applicable to this Part C are:

- fire, lightning, windstorm, tornado or cyclone, hail or explosion;
- Flood;
- collision of Your Conveying Vehicle with any external object other than the road, gutter, curb or road surface;
- collision, crashing or forced landing of aircraft (including an aircraft used to transport the Goods);
- collapse of bridges or culverts causing damage to the Goods on Your Conveying Vehicle;
- jack-knifing, Overturning and/or derailment of Your Conveying Vehicle;
- impact of the load with any object which is not on or part of Your Conveying Vehicle with the Goods;

- Damage caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions;
- Deliberate Third Party Act committed without the knowledge or connivance of Yourself or the owner of the Goods including Malicious Damage to the Goods on Your Conveying Vehicle;
- any theft of the Goods from Your Conveying Vehicle or place of temporary storage, hijack or armed hold up of Your Conveying Vehicle, pilferage or non-delivery of the Goods.

If transported by sea, the insured Events specified above are extended to include:

- stranding, sinking, burning, grounding or collision of the vessel;
- any General Average and/or Salvage contribution You are required to pay;
- risks of jettison, washing overboard and loss or Damage caused by a General Average sacrifice.

Optional Benefit applicable to Part C

This Optional Benefit only applies when it is noted as being applicable in Your Policy Schedule.

Loading and Unloading

We will Indemnify You or Your Subcontractor subject to the Excess specified in Your Policy Schedule for Accidental Damage to Goods occurring during Loading or Unloading of Your Conveying Vehicle during the ordinary course

of Transit during the Period of Insurance within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity shown in Your Policy Schedule.

Additional benefits applicable to Parts A, B and C

(unless otherwise noted)

The following Additional Benefits are subject to terms and conditions, exclusions and limitations of the Policy.

1. Accumulation

In the event of the accumulation of Goods in excess of the Sum Insured arising from circumstances beyond Your control during the Transit, and providing You give Us immediate notice as soon as the circumstances become known to You, We will provide cover for the accumulated Goods up to double the Sum Insured specified in the Schedule each and every loss or occurrence or series of losses or occurrences arising out of the same Event.

2. Automatic Reinstatement

When We Indemnify a claim under this Policy, the Sum Insured for the applicable Period of Insurance stated in the Schedule will be automatically reinstated without additional Premium.

3. Brands Clause

In the event of loss or Damage to Goods during the Period of Insurance 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 be disposed of as they see fit provided a reasonable allowance is agreed for the value of the Damaged and undamaged Goods.

4. Business and driver property

Your cover is extended to cover loss of or Damage to Your Business property or Your Employee driver's Personal Property which is in Your Conveying Vehicle and during Transit and is caused by one of the Part C insured Events but excluding any loss or Damage occurring during Loading and Unloading.

In no case shall Our aggregate liability under this Policy for loss or Damage to Your Business property or driver's Personal Property exceed \$2,000 any one loss or series of losses arising out of the one Event, unless specified otherwise in the Schedule where different. This Additional Benefit is in addition to any other Sum Insured shown in the Schedule.

5. Container demurrage charges

We will cover demurrage charges and/or late penalties assessed against You up to a maximum of \$50,000 any one loss or series of losses caused by the one Event (unless specified otherwise in the Schedule where different) in addition to the Sum Insured where these are incurred during the Period of Insurance due to the container(s) being retained by You on Our instruction for the purposes of 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.

6. Debris removal/Clean up costs clause

Where We have accepted liability for loss or Damage to Goods, We will also pay up to \$100,000 (unless specified otherwise in the Schedule where different) any one loss or series of losses caused by the one Event in addition to the Sum Insured shown in the Schedule for such loss or Damage, for:

- a) the cost of removal and/or disposal of the Damaged, deteriorated or contaminated Goods; and
- b) the cost of cleaning up the Accident site, premises, location or Your Conveying Vehicle;

provided:

- a) these costs relate to the Goods;
- b) You are legally or contractually obliged to pay those costs; and
- c) such costs are not recoverable under any other policy of insurance.

This Additional Benefit does not apply to commercial bulk consignments of Dangerous Goods.

7. Diagnosis

Where diagnosis is required to determine if there has been loss or Damage covered by this Policy and if You or We incur costs for such diagnosis and reassembly and:

- a) the claim is subsequently accepted as valid by Us, We will bear these costs subject to the Sum Insured; and
- b) if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for the diagnosis and reassembly costs.

8. Fumigation and decontamination

We will cover the reasonable costs, charges and expenses of fumigation, decontamination or quarantine (including additional freight charges incurred) on arrival at destination or intermediate port or place during the Period of Insurance where the Goods are:

- a) suspected of being infested, or actually infested; and
- b) ordered by the appropriate authorities to be fumigated or decontaminated; and
- c) You are legally responsible for such costs.

This Additional Benefit is subject to a limit of \$25,000 any one loss or series of losses caused by the one Event unless specified otherwise in the Schedule where different, in addition to the Sum Insured shown in the Schedule.

We will also cover any loss or Damage to the Goods proximately caused during the process of decontamination or fumigation including fire resulting from the application of heat during these processes.

Under no circumstances will We be liable under this Additional Benefit for the costs of customary or mandatory fumigation, decontamination or quarantine costs and expenses (per Government Quarantine Regulations or similar statutory requirements).

9. General Average and salvage clause

We will pay General Average and salvage charges incurred during the relevant Transit in full irrespective of the amount insured being less than the contributory value.

10. Livestock – Agistment expenses

This Additional Benefit covers all reasonable costs and expenses necessarily incurred in maintaining the Livestock at agistment following an insured Event whilst awaiting an alternative Conveying Vehicle. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one Event unless specified otherwise in the Schedule, where different.

Where agistment is necessary as a result of injury to the Livestock We will pay the costs of agisting the animals to bring them back to a pre-loss condition but not exceeding:

- a) the loss due to agreed depreciation had the animals been sold as injured Livestock; or
- b) the Sum Insured for the affected animals; whichever is the lesser.

11. Livestock – Mustering costs

This Additional Benefit covers all reasonable costs and expenses necessarily incurred for mustering of the Livestock at the scene of an Accident when caused by an insured Event during the Period of Insurance. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one Event unless specified otherwise in the Schedule, where different.

12. Livestock – Wandering off

This Additional Benefit covers loss of Livestock due to wandering from the scene of an Accident caused by an insured Event during the Period of Insurance. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one Event unless specified otherwise in the Schedule, where different.

13. Measures to avert or minimise loss

In the event of loss of or Damage to Goods covered by this Policy, You can take reasonable measures to avert or minimise such loss or Damage and We will, in addition to any loss recoverable under this Policy, reimburse You for any costs properly and reasonably incurred in this regard.

Measures taken by You or Us with the object of saving, protecting or recovering the Goods shall not be deemed to be acceptance of liability nor will they prejudice either Your or Our rights under the Policy.

14. On forwarding clause

We will pay all reasonable costs necessarily incurred in Unloading, storing and forwarding the Goods to the original destination in Australia or place from which they were dispatched following an insured Event.

The maximum amount We will pay for any one loss or series of losses caused by the one Event is \$25,000 unless specified otherwise in the Schedule, where different.

15. Packaging and equipment

We will extend Your cover under the relevant Part for loss of or Damage to:

- a) Packaging materials, crates, pallets, shipping containers, flatracks, tanktainers, demountable bodies, flat or similar unit (including ancillary equipment whilst attaching to such unit), or similar items owned by You or for which You have legal responsibility; and
- b) equipment used by You in cargo handling including tarpaulins, ropes, chains, webbing straps, restraints, dogs, gates, trolleys and containers,

provided they are not otherwise insured under the Policy or any other policy of insurance and whilst carried on Your Conveying Vehicle during an insured Transit during the Period of Insurance and caused by one of the insured Events under Part C. This Additional Benefit is subject to a limit of \$50,000 any one loss or series of losses arising out of the one Event unless specified otherwise in the Schedule, where different, in addition to the Sum Insured shown in the Schedule.

16. Re-securing costs

We will cover You for all reasonable costs and expenses up to a maximum of \$10,000 (unless specified otherwise in the Schedule and provided they are not recoverable under any other policy of insurance) 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, providing these circumstances were outside Your control and You could not reasonably be expected to know of them during the normal course of Your Business.

Our rights in relation to settlement under Parts A, B and C

In some cases, We may elect to negotiate a settlement with the party claiming against You.

Despite having instructed Us to defend any claim, You may subsequently instruct Us to pay the claim, provided that the total amount paid to the claimant by Us and the Excess does not exceed the Sum Insured.

In addition, We will pay:

- a) legal costs and legal expenses incurred by You in defending the claim with Our prior consent; and
- b) interest awarded against You;

up to, but not exceeding, the Sum Insured for the relevant Section.

We will also pay the Additional Benefits within this Policy (where applicable).

If You have elected to defend the claim, We retain the right at any time during proceedings to decide to settle the claim by paying out the Sum Insured for the relevant Part A, B or C, net of any costs incurred and already paid by Us.

If, in Our opinion, sufficient grounds do not exist to defend Your liability, We will Indemnify You for Your Customer's claim(s) against You to the extent of the cover provided, but excluding legal costs, expenses and interest, except to the extent such costs, expenses and interest have been incurred with Our prior consent up to the date of Our decision.

General exclusions

A. Property (Goods) exclusions

The following types of Goods are excluded and no cover is provided by the Policy unless specifically agreed to by Us and noted in the Schedule or within the Additional Benefits under this Policy:

1. Livestock;
2. bloodstock or stud or prize animals;
3. live plants and trees;
4. temperature controlled, perishable or refrigerated goods;
5. works of art or antiques;
6. home contents and personal effects (domestic removals);
7. property owned by You including tools of trade, electrical and electronic equipment;
8. motor vehicles;
9. Dangerous Goods (as defined by the Policy) or as defined by any Government agency or authority which by their nature require special licencing of the driver or vehicle and/or are defined as a "placard load". This exclusion does not apply to small consignments, limited quantities or retail distribution loads of Dangerous Goods where concession is provided under the current Australian Dangerous Goods Code.

Under no circumstances do We insure under this Policy:

10. precious metals and stones, or jewellery;
11. money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities or shares, bonds, deeds, bills of exchange or any document that represents or is exchangeable for money;
12. the specialised transport of cigarettes, tobacco/ tobacco products. This exclusion does not apply to small consignments or limited quantities of product (under \$20,000 in value, or as otherwise agreed by Us) carried as part of a mixed load;
13. radioactive goods or explosive goods;
14. vehicles and machines that You have been contracted to move whilst driven under their own power or whilst being towed other than during Loading and Unloading operations.

B. Perils exclusions

Except as provided, this Policy does not cover the following.

Losses not arising from transport services

Loss or Damage:

1. which has not occurred during the Transit including but not limited to pre-existing Damage or Damage occurring after the Goods have been unpacked at destination;
2. as a result of rejection;
3. arising from unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation;
4. resulting from insolvency or financial default of any agent or Subcontractor;
5. delay, loss of market, or Consequential Loss of any description except as otherwise provided for in Parts A, B or C (as applicable).

Failure to take Due Care and/or deliberate Damage

Loss or Damage to Goods caused by:

6. Your misconduct or intentional acts caused by You or any person acting with Your express or implied consent;
7. failure to exercise Due Care in the safe handling, storage, protection and security of the Goods;
8. cartage in an unsafe or unroadworthy Conveying Vehicle unless the condition of Your Conveying Vehicle did not contribute to the loss and/or the condition was not reasonably detectable or known by You;
9. cartage of Goods in excess of the weight, mass or dimensions permitted for Your Conveying Vehicle design or license or where greater than permitted by law, regulation, permit or advisory sign unless You can prove that the excess dimension or excess configuration was accidental and could not be reasonably known, detected and prevented by You;
10. cartage by an unlicensed driver or one whose faculties were impaired by drugs or alcohol in excess of that permitted by law, unless You did not know, or could not reasonably have known about the circumstances or condition of the driver. This exclusion will not apply to the extent that there are any statutory provisions to the contrary;
11. cartage of Dangerous Goods which are not carried in accordance with the provisions of the current Australian Dangerous Goods Code, regardless of package size or quantity, and whether or not Dangerous Goods have been specified in the Schedule.

Packaging, stowage and restraint of the Goods

Loss or Damage to Goods caused by:

12. insufficiency or unsuitability of Packaging or preparation of the Goods other than the cover provided for Refrigerated Goods in respect of variation in temperature detailed in Part B;
13. vibration of the load during Transit except due to an insured Event under Part B or as may be recoverable under Part A;
14. scratching, denting, chipping of items carried without suitable protection against possible impact from stones, gravel or other road surface materials except as may be recoverable under Part A;
15. shifting of the Goods or improper stowage and/or restraint of the Goods on Your Conveying Vehicle, unless You can demonstrate that You complied with all statutory requirements in respect of the load;
16. other items left inside a vehicle or machine which has not been suitably secured to prevent movement.

Normal Losses etc

Loss or Damage to Goods due to:

17. inherent vice (except for Refrigerated Goods or temperature controlled or perishable Goods due to variation in temperature as provided in Part B);
18. moths, mould, mildew, insects, rats or other vermin, ordinary leakage, loss in weight or volume or wear and tear of the Goods;
19. rust, oxidation or discolouration, unless caused by an insured Event or as may be recoverable under Part A.

Livestock

Loss or Damage to Livestock:

20. caused by inoculation or its after effects, infectious diseases, abortion or loss or death of foetus;
21. which are not in good health prior to Loading and not fit for travel.

Refrigerated Goods

Loss or Damage to temperature controlled Goods caused by:

22. failure of Your refrigeration equipment where it has not been regularly serviced and maintained;
23. the absence, shortage or withholding of power or fuel (except as may be recoverable under Part A);

24. failure of You or Your servants, agents or Subcontractors (except as may be recoverable under Part A):

- to take all reasonable precautions to keep the Goods in a refrigerated, properly insulated or cooled space;
- to ensure the Goods are carried at the correct operating temperature, unless caused by an insured Event as may be recoverable under Part B, or Part C;

Machinery, equipment, data, etc

Loss or Damage to Goods, liability or expense:

25. for electronic, electrical or mechanical failure of the Goods or loss of data from any computer hardware of software unless there is visible external physical Damage to the Goods which occurred during Transit caused by an insured Event;
26. directly or indirectly caused by, or contributed to by, or arising from the use or operation, as a means of inflicting harm of any computer, computer system, computer software programme, by any malicious code, computer virus or process or any other electronic system;
27. to Goods which are vehicles and machines whilst being towed or whilst being driven under their own power except during Loading and Unloading operations as specified in the Policy;
28. arising from the dismantling, assembly, testing or fabrication of machinery, plant, equipment or structure. Liability for third party losses;
29. to third party property other than the Goods or any property expressly covered under this Policy.

C. Offer of Insurance

Where You:

- issue Terms and Conditions of cartage which incorporate an offer to arrange insurance (or any other financial service as defined in section 766B of the Corporations Act 2001 (Cth)) for the benefit of Your Customer; or
- represent to Your Customer that You are able to arrange insurance for their benefit;

then the Policy will not Indemnify You in respect of Your liability for failure to arrange insurance to the benefit of the Customer, or for any claims arising from Your professional negligence and errors or omissions associated with the offer of insurance. The Policy will respond only to the extent that it would do so in the absence of such an offer or representation and, in the case of Part A claims, as if You had issued the unmodified Approved Terms and Conditions.

D. Other

1. Asbestos

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, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This Exclusion applies notwithstanding any provisions to the contrary within the Policy or any endorsement thereto.

2. Contractual liability

any liability which arises from any contract, undertaking or agreement by You unless such liability:

- a) would have attached to You regardless of the contract, undertaking or agreement; or
- b) the contract is for the cartage of Goods and You have either:
 - (i) provided Us with details of the contract, including, where requested, a copy of the written Terms and Conditions; or
 - (ii) are claiming under Parts B or C (where taken) regardless of Your strict liability at law to compensate the owner of the Goods.

3. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the property insured.

4. Nuclear Event, substance or by-product

ionising radiation or contamination by radioactivity from:

- a) any nuclear fuel or from any nuclear waste; or
- b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission or fusion); or
- c) nuclear weapons material.

5. Prohibited cover or payments (Sanctions)

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund of premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

6. Territorial Limits

an Event or other circumstances occurring or arising outside the Territorial Limits except as specifically stated otherwise in the appropriate section.

7. Terrorism

death, injury, illness, loss, Damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves Damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

Your Policy also excludes any liability for death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

8. War

any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, or act of foreign enemy.

9. Wilful acts

any actual or alleged:

- a) dishonest, fraudulent, criminal, unlawful, or malicious act;
- b) wilful breach of any statute, contract or duty; or
- c) conduct intended to cause loss, Damage or liability with reckless disregard for the consequences;

by You or any person acting with Your knowledge, consent or connivance.

General conditions

If You do not meet these General Conditions, We may cancel Your Policy and/or reduce or refuse to pay a claim, to the extent permitted by law.

1. Alteration of risk

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

2. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one Insured named in Your Schedule will not prejudice any other named Insured.

3. Declaration of Gross Freight Earnings

The deposit premium advised at the inception of each Period of Insurance is provisional and based on the estimated Gross Freight Earnings during the Period of Insurance.

On expiry of the Period of Insurance the Policy will be adjusted by applying the agreed rate percent to the actual Gross Freight Earnings for that Period of Insurance. For the purpose of ascertaining any adjustment to this premium You must provide, within 90 days from the expiry of each Period of Insurance, the actual Gross Freight Earnings.

The difference between the premium based on the actual figures at the end of the Period of Insurance and the premium calculated at inception will be paid by or allowed to You, as the case may be, but in any event a minimum retained premium equivalent to 75% of the full premium based on the initial estimates will be retained by Us.

We agree to waive any adjustment of premium (other than the difference between the deposit and full premium calculated on the estimated Gross Freight Earnings) where the difference between the actual Gross Freight Earnings and the estimated Gross Freight Earnings is less than 10%.

You are required and agree to keep accurate records of all such figures and, on request, to provide Us with an audited copy of these records.

It is hereby noted and agreed that the premium charges hereunder have been based on the understanding that all contracts of carriage into which You enter are subject to Your freight or consignment note of which a copy has been submitted to Us.

4. Due Care

It is a condition of the Policy that at all stages You must take Due Care in:

- a) the handling, storage and movement of Goods in Your care, custody and control;
- b) issuing the Terms and Conditions declared to Us (Part A cover option); and
- c) declaring to Us Your Terms and Conditions, including any changes to the same (Part A cover option).

5. Governing law and jurisdiction

Your Policy is governed by the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

6. GST Notice

Your Policy has a GST provision in relation to Your premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need.

Please read the Policy carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sum Insured/Limit of Indemnity

All monetary limits in Your Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay, We will have regard to the items below:

- a) Acquisition of goods, services or repairs

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 Your Policy), We will pay the GST amount.

We will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in Your Policy or in Your Schedule.

If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credit to which You are or would be entitled.

b) **Payment as compensation**

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

Where We make a payment under Your Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

- c) Where Your Policy insures Business Interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST, You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. Your Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

7. Headings

Headings have been included for ease of reference only. The provisions of the Policy are not to be construed or interpreted by reference to such headings.

8. Non-payment of premium by instalments – Right to refuse a claim

Where You pay Your premium by instalments, You must ensure that they are paid on time. If an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

9. Other insurance

You must give Us written notice of any insurance or insurances already affected, or which may be subsequently affected, covering, whether in whole or in part, the subject matter of the various covers of Your Policy.

10. Pairs and sets

In the event of loss of or Damage to an article forming part of a pair or set (caused by an insured Event) no regard shall be made to the value such article(s) may have to the pair or set and the amount recoverable under the Policy shall be calculated as a proportionate part of the insured value of the pair or set.

11. Reasonable care and maintenance

You must take all reasonable care:

- a) to prevent loss, Damage or liability; and
- b) to maintain Your property insured in sound condition; and
- c) to minimise the risk of theft by ensuring that security devices are maintained in good working order; and
- d) to comply with all statutory obligations, by-laws, regulations, Public Authority requirements and safety requirements, including those relating to fire appliances; and
- e) to minimise any loss, Damage or liability; and
- f) to only employ competent Employees, agents and contractors and ensure they meet the requirements specified in clauses a) to d) above.

12. Subrogation/Rights of recovery

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by the Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses. In particular, We reserve the right of subrogation against any of Your Subcontractors not solely and directly working under Your instructions and contract, or which have in place their own insurance arrangements covering their liability for loss or Damage to Goods they carry.

Claims procedures

In the event of a Claim

As soon as You become aware of anything happening which may result in a claim under Your Policy, You must, at Your own expense:

- a) immediately inform the Police of any Malicious Damage, theft, fraudulent conduct, attempted theft or loss of property;
- b) contact Us as soon as possible to advise how the loss, Damage or liability occurred;
- c) take all reasonable action to recover lost or stolen property and minimise the claim;
- d) as far as possible, preserve any insured property, products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity to inspect them;
- e) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim, including details of any other insurance effected by You or on Your behalf;
- f) as soon as reasonably practicable after the loss, Damage or relevant Event (or any further time which We may allow in writing), deliver to Us a written claim including as detailed an account as is reasonably practicable of the circumstances surrounding the loss, Damage or Event, and the amount claimed. You must provide Us with a statutory declaration if requested;
- g) immediately send Us any claim, writ, summons, or full details of any relevant legal or other proceedings such as an impending prosecution or inquest that You receive or of which You become aware;
- h) at all times, give Us all the information and assistance We may reasonably require.

You must not:

- a) admit liability for, or offer or agree to settle, any claim without Our written consent;
- b) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, Damage, liability or injury.

After You have advised Us of any loss, Damage or liability:

- a) You must comply with all the terms of the General Conditions before We will meet any claim under Your Policy;
- b) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name.

Unless otherwise provided in the Policy, the amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us plus any Excess applied. Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;

- c) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
- d) We may pay You the Limit of Indemnity under the applicable cover section or any lesser amount for which a claim or claims under that cover section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You, that We previously agreed to pay;
- e) if You recover or find any lost or stolen property insured for which We have paid a claim, You must:
 - (i) inform Us immediately; and
 - (ii) give Us the recovered or found property insured if We request You to do so.

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Claims Promise

- All new claims will be acknowledged within 24 hours
- Acceptance or denial of a claim will be confirmed within 5 days of receipt of all information
- Settlement cheques will be processed within 48 hours of receipt of final documentation
- Assessment will be attended to within 24 hours of notification
- Vehicle assessment will be made within 48 hours of availability
- We will keep customers informed on claims progress
- We will keep customers informed on repair progress



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