



**CARRIERS**  
**PROTECT**  
*Powered by NTI*

Carriers Cargo Insurance Policy  
Effective Date: **1 June 2018**



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# INTRODUCTION

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## Important Things You Should Know

Welcome to National Transport Insurance.

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

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

Let Us know immediately if You need any changes.

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

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

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

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

## Insurers

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

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

## National Transport Insurance

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

## Features

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

Marine Cargo	
<b>Cover</b>	Cover for Your Customer's Cargo that is lost or damaged in Transit during the Period of Insurance.
<b>Cover Options</b>	<p><b>Accidental Damage - Cover Option 1</b> Loss or damage to Your Customer's Cargo resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Transit.</p> <p>Cover for refrigerated/temperature controlled Cargo includes deterioration following variation in temperature for more than 4 hours as a result of accidental malfunction or failure of machinery or mismanagement.</p> <p><b>Insured Perils - Cover Option 2</b> Loss or damage to Your Customer's Cargo during Transit resulting from a listed Insured Peril. A series of optional extensions are available to extend Your cover which can include theft, loading/unloading, temperature controlled haulage, shedding of load and others.</p> <p><b>Carrier's Cargo Legal Liability - Cover Option 3</b> Your legal liability for loss or damage to Your Customer's Cargo during Transit subject to prior acceptance by Us and Your use of Your Standard Trading Conditions.</p> <p><b>Cargo Consequential Loss Option</b> - Limit options from \$100,000 upwards as shown in Your Policy Schedule for all claims in the Period of Insurance if legally for liability to the Cargo owner. This is an Optional extension available for each of the above covers in Cover Option 1, 2 and 3.</p>
<b>Additional Benefits</b>	<p>Automatic coverage extensions in addition to the Sum Insured if a claim is accepted under either of Accidental Damage or Insured Peril covers, include:</p> <ul style="list-style-type: none"> <li>• Removal of Debris and Minimise further losses \$50,000;</li> <li>• Shipping Containers \$50,000;</li> <li>• Onforwarding Costs \$50,000;</li> <li>• Livestock Mustering, Wandering off &amp; Agistment Costs \$50,000 (\$1,000 per animal);</li> <li>• Motor Vehicle Cargo - 2km Driving Risk extension for loading/unloading;</li> <li>• Legal Expenses \$50,000;</li> <li>• Packaging &amp; Carrier's Equipment \$50,000;</li> <li>• Subcontractor Indemnity, if acting for You and not insured elsewhere.</li> </ul>



# INTRODUCTION

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## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance. This fee will not apply if the cooling off period is activated.

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

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

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

## Costs

### How the premium is calculated

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

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

## Privacy Policy

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

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

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

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

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

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

A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## Resolving Your Complaints

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

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

The first step is to contact Your closest NTI office. Contact details can be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution process is available from all NTI offices.

### Internal Dispute Resolution - Complaints

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

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

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

### Internal Dispute Resolution - Disputes

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

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

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



# INTRODUCTION

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Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

## External Dispute Resolution

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

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

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

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

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

The contact details for AFCA are:

### Australian Financial Complaints Authority

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001 Email: [info@afca.org.au](mailto:info@afca.org.au) Web: [www.afca.org.au](http://www.afca.org.au)

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

## General Insurance Code of Practice

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

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

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

The Code aims to:

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

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



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# THE COVER

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## The Cover Options

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

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

## Our Agreement With You

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

Your Policy consists of:

- this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;
- the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
- any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;
- Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

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

## Important Things You Should Know

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

# THE COVER

## General Definitions That Apply To This Policy

Word	Meaning
<b>Accident</b>	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Cargo.
<b>Bloodstock</b>	means thoroughbred, racing, prize, breeding or competition horses.
<b>Breeding Stock / Stud Animal</b>	means an animal whose main purpose is for reproduction, either by virtue of gestation, insemination or stud / artificial insemination (but not a horse).
<b>Cargo</b>	means any form of Your Customers tangible property and its packaging or protection, which is carried, stored or otherwise in Your possession or control (or that of Your employees, agents or Subcontractors), for reward. Certain Cargo is excluded (see Exclusion 3. and Your Policy Schedule).
<b>Collision</b>	means violent striking or violent impact of one body against another, except to a road, gutter or similar surface but not between the Cargo and the Conveyance.
<b>Consequential Loss</b>	means <ul style="list-style-type: none"><li>a. loss of profit incurred;</li><li>b. special extra running costs incurred to avoid or minimise a loss of profit; or</li><li>c. any other special costs incurred,</li></ul> as the direct consequence of Cargo loss or damage during Transit.
<b>Conveyance</b>	means any Motor Vehicle, aircraft, railway wagon or water-borne vessel used by You to transport Your Customer's Cargo.
<b>Cover</b>	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
<b>Cover Option(s)</b>	means each type of Cover specified in this Policy. The Cover Option(s) which apply to You are shown in Your Policy Schedule.
<b>Customer</b>	means the entity for which You provide Your Services.
<b>Dangerous Goods</b>	means dangerous goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail.
<b>Deliberate Third Party Act</b>	means the deliberate act of any party, including federal, state or local regulatory authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: <ul style="list-style-type: none"><li>a. committed by You, Your employee or Your subcontractor;</li><li>b. committed with Your knowledge or connivance;</li><li>c. that was the result of Your lack of due diligence; or</li><li>d. of Terrorism.</li></ul>
<b>Effective Date</b>	means the date specified in Your Policy Schedule from which You are insured.
<b>Excess</b>	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of this Policy.

Word	Meaning
<b>Fire</b>	means the actual ignition of flame.
<b>Flood</b>	means: <ol style="list-style-type: none"> <li>a. a temporary condition of partial or complete inundation of normally dry land by water:               <ol style="list-style-type: none"> <li>i. overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or</li> <li>ii. which is caused by an accumulation or flowing of water on the ground resulting from precipitation; or</li> </ol> </li> <li>b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or</li> <li>c. water discharged from sewerage or waste water systems due to pressure induced by floodwater.</li> </ol>
<b>General Average</b>	means the maritime legal principle by which, should the shipowner, one or more Cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.
<b>GST</b>	has the meaning given in the A New Tax System (goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Limit of Indemnity</b>	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
<b>Livestock</b>	means sheep, cattle, goats, pigs and other herd animals, but Livestock excludes: <ol style="list-style-type: none"> <li>a. birds (except poultry);</li> <li>b. Bloodstock and other horses; and</li> <li>c. Breeding, Stud or prize animals (unless noted in Your Policy Schedule).</li> </ol>
<b>Motor Vehicle(s)</b>	means: <ol style="list-style-type: none"> <li>a. any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or</li> <li>b. trailer.</li> </ol>
<b>National Transport Insurance (NTI)</b>	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

Word	Meaning
<b>Original Annual Premium</b>	means the amount calculated by Us from Your initial disclosure made prior to commencement of insurance, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
<b>Overturning</b>	means inversion, laying at rest upon the side (which will not include partial tipping).
<b>Period of Insurance</b>	<p>means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy.</p> <p>Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.</p>
<b>Policy</b>	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Service(s)</b>	means the carriage, handling or storage of Cargo.
<b>Standard Trading Conditions</b>	means the terms and conditions (including written agreements limiting Your legal responsibility) as accepted by Us, basis upon which Your Services are provided.
<b>Sum Insured</b>	means the amount(s) specified in Your Policy Schedule which will be the maximum amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess.
<b>Subcontractor</b>	means any person, entity or company with whom or with which You may contract to perform any Services on Your behalf.
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological ethnic or similar purposes including the ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
<b>Transit</b>	<p><b>For any Cargo other than Livestock or Motor Vehicles/ mobile machinery:</b></p> <p>Transit means:</p> <p>The ordinary course of transportation upon a Conveyance within Australia from the time You or any person acting on Your behalf:</p> <ol style="list-style-type: none"> <li>first move the Cargo for the purpose of being conveyed to a destination outside the premises at which loading takes place; through to</li> <li>transporting to Your contracted destination; to and including</li> <li>unloading of the Cargo from the Conveyance and last movement of the Cargo from the Conveyance at the intended destination.</li> </ol> <p>Transit will also include temporary storage (that will be no longer than 30 days in the aggregate) which may occur during this transportation period.</p> <p>Note: Transit and Temporary Storage definitions may alter for Livestock and Motor Vehicle Cargo, as outlined below.</p>



Word	Meaning
<b>Transit (continued)</b>	<p><b>For Livestock Cargo</b> (or Bloodstock, Breeding Stock or Stud Animal if noted in Your Policy Schedule), the above Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows:</p> <p>Transit means:</p> <ol style="list-style-type: none"> <li>the ordinary course of transportation within Australia upon the Conveyance;</li> <li>from when the Livestock enter the Conveyance or its loading ramp for the commencement of Transit; and</li> <li>terminates when the Livestock are discharged from the Conveyance or its loading ramp at Your intended destination</li> </ol> <p>Transit will also include temporary resting of the Livestock off the Conveyance but this is limited to seven (7) days in the aggregate during Transit.</p> <p><b>For Motor Vehicle or mobile machinery Cargo</b>, the above Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows:</p> <p>Transit means:</p> <ol style="list-style-type: none"> <li>the ordinary course of transportation within Australia upon the Conveyance;</li> <li>from the time You or any person acting on Your behalf first moves the Cargo from a point that is no more than 2 kilometres from the Conveyance for the purpose of loading onto the Conveyance; and</li> <li>terminates when the Motor Vehicle Cargo, having been unloaded by You, is parked by You in the receiver's premises (or on the loading dock), within 2 kilometres of the Conveyance.</li> </ol> <p>Transit also includes temporary storage (that will be no longer than 30 days) which may occur during this transportation period.</p>
<b>We/Our/Ours/Us</b>	means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours</b>	means the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.

# ACCIDENTAL DAMAGE - COVER OPTION 1

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

## Cover

### All Cargo (Excluding Livestock)

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

- a. caused by or arising out of an Accident;
- b. caused by a Deliberate Third Party Act; or
- c. caused by insufficiency of packaging or preparation of the Cargo which was:
  - i. carried out by a party other than You and occurred entirely without Your knowledge;
  - ii. carried out by You but You can demonstrate that there was no lack of due care on Your part and You were unaware that the packaging was insufficient in nature; or
- d. as a result of an act of Terrorism.

### Refrigerated, Temperature Controlled, Chilled or Perishable Cargo

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

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

### Livestock

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

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

- a. caused by or arising out of an Accident;
- b. caused by a Deliberate Third Party Act;
- c. as a result of an act of Terrorism,

which results in:

- i. injury or death;
- ii. wandering off of the Livestock where the Livestock are unable to be mustered or recovered; or
- iii. slaughter for humane reasons where necessary

### Special Exclusion That Applies Only to This Livestock Cargo:

This Cover variation does not insure loss where Livestock;

- a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or
- b. fail to pass tests or examinations; and/or

## ACCIDENTAL DAMAGE - COVER OPTION 1

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

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

### Transportation by Sea (All Cargo Types)

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

- a. General Average and Salvage contribution You are required to pay;
- b. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or
- c. discharge at a port of distress,

that occurs during the Period of Insurance.

### Specific Limitations of Accidental Damage Cover

#### Shedding of Load

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

- a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;
- b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and
- c. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

### Additional Benefit - Carrier's Cargo Legal Liability

Provided:

- a. We have received Your Standard Trading Conditions within 28 days of inception of Cover under Accidental Damage - Cover Option 1; and
- b. We have accepted in writing those Standard Trading Conditions and this Automatic Additional Benefit - Carrier's Cargo Legal Liability is shown in Your Policy Schedule,

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

#### How We Settle Your Claim Under This Additional Benefit

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

- a. the Period of Insurance; and
- b. Transit,

caused by You or Your Subcontractors.

# ACCIDENTAL DAMAGE - COVER OPTION 1

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## Legal Costs

We will pay for Your reasonable legal costs up to \$250,000, or an amount equal to the Limit of Indemnity shown in Your Policy Schedule, whichever is the lesser, incurred with Our written consent in the settlement or defense of any claim under this additional benefit. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified.

## Limit of indemnity

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

## Special Conditions That Apply Only to This Additional Benefit

### Standard Trading Conditions

- a. You must ensure that Your Standard Trading Conditions have been accepted by Us prior to, or within 28 days of the commencement of the Period of Insurance;
- b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if agreed, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and
- c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to each Transit of Your Customer's Cargo.

## Exclusions That Apply Only to This Additional Benefit

### 1. Standard Trading Conditions

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

- a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and
- b. there is evidence they had been accepted and signed by that Customer in the past so that such conditions apply to all transits for that Customer.

### 2. Statutory Liability

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

## Optional Extension - Cargo Consequential Loss

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

### Cargo Consequential Loss and Legal Costs:

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss or damage caused by or arising out of an Accident insured under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,

provided that all such costs and claims are reasonably and necessarily incurred.

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

## ACCIDENTAL DAMAGE - COVER OPTION 1

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### **Special Condition that applies only to this Cargo Consequential Loss Extension**

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

### **Exclusions that apply only to this Optional Extension**

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

## INSURED PERILS - COVER OPTION 2

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

### Cover

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

**Insured Peril** means:

- a. Fire or explosion;
- b. Flood;
- c. Collision of a Conveyance;
- d. Overturning of a Conveyance;
- e. jack-knifing of a Conveyance;
- f. derailment, capsizing or Collision of a Conveyance;
- g. hijack or armed hold up of a Conveyance;
- h. malicious damage to the Cargo upon a Conveyance;
- i. cyclone, tornado, hurricane, windstorm, rain, water, hail or lightning;
- j. collapse of bridges or culverts causing damage to the Cargo;
- k. impact of the Cargo carried by the Conveyance with another vehicle, structure or object but not the ground, water or anything on or a part of the Conveyance;
- l. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;
- m. crashing or forced landing of any aircraft; or
- n. where Your Customer's Cargo is transported by sea:
  - i. stranding, sinking, burning, grounding or collision of the Conveyance with any object other than water;
  - ii. General Average and Salvage contribution You (or Your Customer) are required to pay;
  - iii. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or
  - iv. discharge at a port of distress,

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

### **Special Exclusion that applies only to this Livestock Cargo:**

This Cover variation does not insure loss where Livestock;

- a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or
- b. fail to pass tests or examinations; and/or
- c. and/or are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury caused by one of the above Insured Perils during Transit.



## INSURED PERILS - COVER OPTION 2

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### Optional Extensions to Insured Peril Cover

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

#### 1. Loading and Unloading:

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

#### 2. Theft, Pilferage and Non Delivery:

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

- a. all doors, windows and other access areas to the Conveyance are capable of being locked and are securely locked when unattended, and that any alarms are in working condition and are activated; and
- b. any building or place of storage used for temporary storage during Transit is securely locked when unoccupied, and that any alarms are in working condition and are activated.

#### 3. Refrigerated goods Temperature Controlled Haulage:

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

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

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

#### 4. Nominated Special Contracts Insurance - Accidental Damage:

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

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

#### 5. Shedding of Load:

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

- a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;
- b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and
- c. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

#### 6. Cargo Consequential Loss and Legal Costs:

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage caused by or arising out of an Insured Peril covered under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,

## INSURED PERILS - COVER OPTION 2

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provided that all such costs and claims are reasonably and necessarily incurred.

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

### **Special Condition that applies only to this Cargo Consequential Loss Extension**

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

### **Special Exclusions that apply only to this Optional Extension**

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

## ADDITIONAL BENEFITS

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

#### **1. Cover**

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

##### **a. Minimise Further Losses Expenses**

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

##### **b. Removal of Debris**

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

##### **c. Onforwarding Costs**

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

##### **d. Shipping Containers**

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

##### **e. Packaging & Carrier's Equipment**

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

##### **f. Mustering & Agistment Costs**

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

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

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

#### **2. Legal Expenses**

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

- a. costs of \$50,000 have been expended; or
- b. We have settled or otherwise resolved Your Cargo claim under either Cover Option 1 or Cover Option 2 of this Policy, whichever is the earlier.

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

## ADDITIONAL BENEFITS

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### 3. Subcontractor Indemnity

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

- a. fulfilling Your contractual obligation which is indemnified by this Policy; and
- b. carrying out work on Your behalf only.

This indemnity to Your subcontractors is subject to the standard terms and conditions of Your Policy and no indemnity will be provided if the Subcontractor is not working solely and directly under Your contract and instructions.

We reserve the right of subrogation against any Subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Cargo Transit or Carrier's Liability insurance policy.

### 4. Acquired company clause

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

- a. You hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance for such a firm or company; and
- b. You advise Us of Your interest in the company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and
- c. You declare to Us the updated Gross Freight Earnings, Sums Insured, type of Cargo to be insured, past claims, and then pay any additional premium; and
- d. the Cargo is of a like or similar nature to that noted in Your Policy Schedule.

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

## HOW WE WILL SETTLE YOUR CLAIM

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

1. Subject to the Sum Insured specified in Your Policy Schedule and the provisions of Condition 5. (tax provisions) of this Policy:
  - a. We will pay the Customer or at the Customer's direction, the lesser of:
    - i. the cost of repairing or reinstating the Cargo to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage;
    - ii. the invoice value of the Cargo whilst in Transit; or
    - iii. if there is no invoice value, the cost of replacing the Cargo with similar goods of the same age and condition, or as near as possible to that age or condition.
  - b. If the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.
2. Our liability to pay will be limited to the Sum Insured for the Cover selected under either Cover Option 1 or Cover Option 2 of this Policy as shown in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event, then each Cargo type damaged will be limited to its own Sum Insured, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event, will be limited in aggregate to the highest Cargo type Sum Insured for those Cargo types damaged.
3. If the Excess varies in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply and only once if more than one Cargo type is damaged.

## CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

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You are only covered for this Carrier's Cargo Legal Liability - Cover Option 3 when shown on Your Policy Schedule.

### Cover

#### Compensation - How We Settle Your Claim

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

- a. the Period of Insurance; and
- b. Transit,

caused by You or Your Subcontractors or as a result of an act of Terrorism.

#### Legal Costs

We will pay for Your reasonable legal costs up to \$250,000, or an amount equal to the Limit of Indemnity for the Carrier's Cargo Liability Cover Option of this Policy, whichever is the lesser, incurred with Our written consent in the settlement or defence of any claim under this cover option. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified for this cover option in Your Policy Schedule.

#### Limit of Indemnity

Our liability to pay will be limited to the Limit of Indemnity for the Cover selected under this cover option of this Policy as specified in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event each Cargo type damaged will be limited to its own Limit of Indemnity, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event will be limited in aggregate to the highest Cargo type Limit of Indemnity for those Cargo types damaged.

#### Excess

If the Excess is varied in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply only once if more than one Cargo type is damaged.

#### Additional Benefit - Removal of Debris/Clean Up (Excluding Dangerous Goods)

If a claim is accepted under this Cover Option 3, then Cover is extended to indemnify You for Your legal liability for the cost of removal and disposal of damaged, deteriorated or contaminated goods and the costs of cleaning up the premises, location or Conveyance up to a limit of \$25,000 for any one loss or series of losses caused by one event. This limit will be in addition to the Limit of Indemnity for this cover option as specified in Your Policy Schedule.

However, this additional benefit will not apply where the removal and disposal of damaged, deteriorated or contaminated goods and the costs of cleaning up the premises, location or Conveyance relate to Dangerous Goods.

#### Special Conditions That Apply Only to Carrier's Cargo Liability - Cover Option 3

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##### Standard Trading Conditions

- a. You must ensure that Your Standard Trading Conditions have been accepted by Us prior to the commencement of the Period of Insurance;
- b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if agreed, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and
- c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to each Transit of Your Customer's Cargo.



## **Special Exclusions That Apply Only to Cover Option 3**

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### **1. Standard Trading Conditions**

We will not pay for Your legal liability under this Cover Option 3 arising directly from You not issuing to Your Customer Your Standard Trading Conditions as accepted by Us under the Conditions of Cover Option 3 of this Policy, unless You can satisfy Us that:

- a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and
- b. there is evidence they had been accepted and signed by that Customer in the past so that they apply to all transits for that Customer.

### **2. Statutory Liability**

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

## **Livestock and Motor Vehicle Cargo Cover Variations to Cover Option 3**

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### **Livestock**

If Your Policy Schedule specifies Livestock Cargo, then the following Cover variation applies:

#### **Special Exclusion that applies only to Livestock:**

This Cover variation does not insure loss where Livestock;

- a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or
- b. fail to pass tests or examinations; and/or
- c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under Cover Option 3 of this Policy.

### **Damage to Motor Vehicles or Machinery**

If Your Policy Schedule specifies Cars (Road Vehicle - Non Machinery) or machinery as Cargo, the following cover variation applies:

- a. Indemnity for each Motor Vehicle in Transit will be limited to the lesser of its Market Value or the invoice value; and
- b. The provisions of the Policy's Condition 5 (tax provisions) of this Policy will apply;

For the purposes of this Cover Option 3 only, Market Value means the value of the Motor Vehicle or machinery Cargo (exclusive of GST) immediately prior to the incident which is the subject of the claim; using market prices and taking into consideration the age, specifications and condition of the Motor Vehicle or machinery.

### **Subcontractor Indemnity Additional Benefit**

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

- a. fulfilling Your contractual obligation which is indemnified by this Policy; and
- b. carrying out work on Your behalf only.

This indemnity to Your subcontractors is subject to the standard terms and conditions of Your Policy and no indemnity will be provided if the Subcontractor is not working solely and directly under Your contract and instructions.

We reserve the right of subrogation against any Subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Cargo Transit or Carrier's Liability insurance policy.

### **Cargo Consequential Loss Optional Extension to Cover Option 3**

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

#### **Cargo Consequential Loss and Legal Costs:**

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage caused by or arising out of an Accident insured under this policy to which this extension applies, has been accepted under this Policy, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,provided that all such costs and claims are reasonably and necessarily incurred.
- b. This Optional Extension is subject to a limit of \$100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance for any one loss or series of losses arising from one event and is in addition to the Limit of Indemnity applicable to this Policy.

#### **Special Condition that applies only to this Cargo Consequential Loss Extension**

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

#### **Special Exclusions that apply only to this Optional Extension**

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

# CONDITIONS TO THIS POLICY

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## 1. Reasonable Care

You and any person acting on Your behalf must:

- a. exercise reasonable care and take precautions and use all due diligence to prevent loss of or damage to Cargo;
- b. maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;
- c. employ only competent employees; and
- d. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority.

## 2. Change of Cargo Task

During the term of this Policy, You must give Us immediate written notice if Your Cargo task that You previously disclosed to Us, changes to include Livestock, refrigerated goods, cars or oversized Cargo (or any other Cargo type). We will not be liable for any claim after such a change, unless We previously agreed to the change in writing.

## 3. Conveyance Maintenance

You must maintain Your Conveyance and any devices used to protect, secure or lift the Cargo in a sound working condition. You must act with reasonable care in all circumstances within Your control by ensuring such Conveyance or devices are in proper repair and sound condition and are of a suitable kind for the purpose for which they are to be used.

## 4. Original Annual Premium and Annual Adjustment

You must pay the original Annual Premium specified in Your Policy Schedule in relation to this Policy. At the end of each Period of Insurance, We reserve the right to seek from You the actual Gross Freight Earnings during the Period of Insurance (including those of Your Subcontractors when carrying for You) after which We will advise You of any adjustment to the original Annual Premium applicable for the expiring Period of Insurance subject to the following:

- a. No adjustment will be required to the original Annual Premium if the original Annual Premium is \$2,000 or less but the original Annual Premium will be regarded as the minimum premium for the Period of Insurance shown in Your Policy Schedule and no adjustment or declaration of actual figures is required.
- b. If the original Annual Premium is more than \$2,000, You must supply a declaration of actual figures within three months of the expiry of the Period of Insurance. An adjustment will be made to the Original Annual Premium, based on rates agreed at the beginning of the Period of Insurance. We may require the actual figures to be certified by Your professional accountant or auditor. If the adjusted premium exceeds the original Annual Premium, you agree to pay the difference to us within 30 days of Our notification of such increase to You. Any government taxes or duties applicable will be payable in addition to the Original Annual Premium or annual adjustment.

If the adjusted premium is lower, we will pay the difference to you. However, we reserve the right to limit any such return premium to 25% of the Original Annual Premium, the balance being regarded as the minimum annual premium.

## 5. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984 (Cth).

## 6. Cancellation

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

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

We will refund premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance.

Some government taxes & duties are not refundable.

# CONDITIONS TO THIS POLICY

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## 7. Goods and Services Tax

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

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

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

## 8. Government Taxes and Duties

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

## 9. Law & Jurisdiction

Your Policy is governed by and is construed in accordance with Queensland law in all respects.

## 10. Notices

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

## 11. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of this Policy.

## 12. Causing or Contributing to Loss

We may refuse to pay a claim, or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to loss, damage or liability or prejudices Our interests or rights, in respect of that claim.

## 13. Preventing Our Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by the Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any moneys from that person, We will not cover You under Your Policy for any such loss or damage.

## 14. Other Interested Parties

Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity. All persons entitled to any benefit under Your Policy shall be bound by the terms of Your Policy.

## 15. Fraudulent disclosure or misrepresentation

You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us. In certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or disclosure. If We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

## 16. Claim under more than one Cover option

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

## GENERAL CLAIMS RESPONSIBILITIES

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

- a. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
- b. not make any admission, offer, promise, payment or indemnity without Our written consent;
- c. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
- d. pay the Excess to Us at the time of lodgement of claim;
- e. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
- f. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
- g. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
- h. not make any false declaration or statement in support of any claim under Your Policy; and
- i. allow Us to exercise Our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy;

- i. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and
- ii. We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

## EXCLUSIONS TO THIS POLICY

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We will not pay for:

### 1. Asbestos

Loss or damage, liability or expense arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 2. Certain Causes of Loss

Loss or damage to the Cargo resulting from:

- a. any kind of mechanical, electrical and/or electronic breakdown of, or malfunction of, the insured Cargo;
- b. ordinary wear and tear or natural depreciation;
- c. delay;
- d. inherent vice or nature of the insured Cargo;
- e. consequential losses;
- f. mildew;
- g. vermin;
- h. defective packaging;
- i. ordinary leakage, ordinary loss in weight or volume;
- j. unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- k. gradual deterioration;
- l. indirect loss; or
- m. any loss, damage, liability or expense arising out of dismantling, assembly, testing or fabrication of Cargo

### 3. Excluded Cargo

Loss or damage to:

- a. bullion, precious stones, cash or securities, precious metal objects, precious jewellery, valuable works of art;
- b. furniture, appliances and related domestic goods belonging to a householder;
- c. birds (except poultry);
- d. horses;
- e. Bloodstock, Breeding, Stud or Prize animals, or other animals (not being Livestock);
- f. any property owned by You;
- g. aircraft, helicopters, missiles and like Cargo;
- h. houses; and
- i. cigarettes or other tobacco based products valued more than \$50,000. Should a claim be accepted for Theft, Pilferage or non-delivery of such Cargo valued at less than \$50,000, then a \$2,500 theft Excess applies, unless a higher excess would otherwise apply,

unless declared by You and accepted by Us and specified in Your Policy Schedule.

### 4. Damage to Motor Vehicles

Loss or damage to motor vehicles, caused whilst any such motor vehicle is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf (unless otherwise specified in Your Policy Schedule), except where the Motor Vehicle Cargo is the subject of such loss or damage within 2 kilometres of the Conveyance.

## EXCLUSIONS TO THIS POLICY

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### 5. Weight

Any loss, damage, liability or expense caused by or arising out of:

- a. the weight of the Cargo exceeding the carrying capacity for which the Conveyance was designed, constructed, registered or licensed (whichever is the lesser); or
- b. the weight of the Cargo transported exceeding that permitted by law, regulation, permit or advisory sign,

However, if You can prove that the overweight was Accidental and could not be reasonably known, detected and prevented by You, then this exclusion will not apply.

### 6. Dimensions

Any loss, damage, liability or expense caused by or arising out of:

- a. the dimension of Freight; or
- b. the configuration of the Conveyance;

being in excess of that permitted by law, regulation, or permit.

However, if You can prove that Your measurement of the dimensions was Accidentally incorrect and created the excess dimension or excess configuration, that could not be reasonably known, detected or prevented by You, then this exclusion will not apply.

### 7. Licensing

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by any person (including You) who is not licensed or authorised to drive the Conveyance under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not so licensed or authorised to do so by law.

### 8. Driving Under the Influence of Drugs or Alcohol

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by or is in the charge of You or any person:

- a. under the influence of any drug or of intoxicating liquor to such an extent so as:
  - i. to be incapable of having proper control of the Conveyance; or
  - ii. to be at or above the concentration of drugs or alcohol that is prescribed under the law of the state or territory in which the loss or damage occurs and which is present in the breath, blood, urine or oral fluid of the person in control of or driving the Conveyance; or
  - iii. to be impaired; or
- b. in whose breath, blood, urine or oral fluid the concentration of alcohol or drugs is at or above that concentration where it is an offence to be in control of or drive or be in charge of a motor vehicle under the law of the state or territory in which the loss or damage occurs, or
- c. who fails or refuses:
  - i. to provide a specimen or sample of their breath for analysis by a breath analysing instrument; or
  - ii. to provide a specimen or sample of their blood for a laboratory test or blood test; or
  - iii. to provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis; or
  - iv. to undergo an assessment of drug impairment; or
  - v. to comply with a direction or requirement of a member of the Police force or other authorised person as to the provision of a specimen or sample as in (i), (ii), (iii) and (iv) above,

where such specimen or sample is sought or assessment is undertaken or such direction or requirement is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine or oral fluid.

## EXCLUSIONS TO THIS POLICY

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However this exclusion will not apply if:

- a. there are any relevant statutory provisions to the contrary; or
- b. You prove that:
  - i. You did not consent to the Conveyance being driven by or in charge of a person so affected or so behaving; and
  - ii. You were not aware of or did not have knowledge that the Conveyance was or would be driven by or in charge of a person so affected or so behaving.

### 9. Out of Radius

Any loss, damage or liability incurred or caused to Cargo whilst Your Conveyance is being operated on an Out of Radius Journey provided that this Exclusion will not apply if We agree to provide Cover and You pay an additional Excess as noted in the table below in addition to the standard Policy Excess shown in Your Policy Schedule;

The additional radius Excess applies to Cargo carried by the Conveyance as follows:

a. a rigid truck;	
b. a non articulated trailer; or	<b>\$3,000</b>
c. a combined unit of both;	
a. a prime mover;	
b. an articulated trailer; or	<b>\$5,000</b>
c. a Combined Unit of both.	

'**Out of Radius Journey**' for the purposes of this exclusion only is where the destination is or was in excess of the nominated radius from Your base of operations specified in Your Policy Schedule.

### 10. Infectious Disease or Parasite

Any loss, damage, liability or expense arising directly or indirectly or caused by or arising from:

- a. the infection (or inoculation against such infection) of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise; or
- b. any losses caused by quarantinable disease listed in the Australian Quarantine Act 1908 (Cth) or similar.

### 11. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Any loss, damage, liability or expense that is directly or indirectly caused by or contributed to or arising from:

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



## EXCLUSIONS TO THIS POLICY

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### 12. War

Any loss, damage, liability or expense that is directly or indirectly caused by, contributed to, or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 13. Fines & Penalties

Any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

### 14. Fraudulent, Wilful & Deliberate Acts

Any loss, damage, liability or expense that arises out of:

- a. a fraudulent or illegal act;
- b. a wilful, or deliberate or malicious act; or
- c. misconduct,

by You or with Your consent or anyone acting on Your behalf that:

- i. contributes to; or
- ii. results in,

any loss, damage, liability or expense insured under Your Policy.

### 15. Cyber Attack Exclusion - Institute Clause (CL380)

15.1 Subject only to clause 15.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

15.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 15 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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