

# Single Transit Insurance (within Australia)

## Product Disclosure Statement



# Contents

## Welcome to Zurich

About Zurich .....	3
How to apply for this insurance .....	3
Our Single Transit Insurance (within Australia) .....	3
Our contract with you .....	4
Words with special meaning .....	4
Duty of Disclosure .....	4
Significant issues to consider .....	5
How we calculate your premium .....	6
Taxation information .....	6
How to make a claim .....	6
Privacy .....	6
General Insurance Code of Practice .....	7
Complaints and Disputes Resolution process .....	7
Financial Claims Scheme .....	7
Headings .....	8
Updating this PDS .....	8
Benefits of cover available .....	9

## Single Transit Insurance (within Australia) – Policy Wording

1. The cover .....	10
2. Conditions of cover .....	11
2.1 Conditions of insurance .....	11
2.2 Basis of valuation .....	11
2.3 Limits on cover .....	11
3. Definitions .....	
3.1 Communicable disease .....	12
3.2 Consequential Loss .....	12
3.3 Conveying aircraft .....	12
3.4 Conveying vehicle .....	12
3.5 Conveying vessel .....	12
3.6 Cyber attack .....	12
3.7 Death .....	12
3.8 Expropriation .....	12
3.9 General Average .....	13
3.10 Goods .....	13
3.11 Insured, You, Your .....	13
3.12 Load/loading .....	13
3.13 Nuclear or radioactive .....	13
3.14 Ordinary leakage .....	13
3.15 Ordinary loss .....	13
3.16 Period of insurance .....	13
3.17 Removal of debris .....	13
3.18 Salvage Charges .....	13
3.19 Schedule .....	13
3.20 Terrorism .....	13
3.21 War or warlike activities .....	13

4.	Additional clauses	
4.1	Brands.....	14
4.2	Debris.....	14
4.3	Delayed unpacking.....	14
4.4	Insolvency of carrier.....	14
4.5	Packers premises.....	14
4.6	Refused goods.....	14
5.	Exclusions.....	14
6.	Claims conditions	
6.1	Claims procedure.....	15
6.2	Claims settlement.....	15
6.3	Excess.....	15
6.4	Foreign currency invoice.....	15
6.5	Other insurance.....	15
6.6	Payment in respect to Goods and Services Tax.....	15
6.7	Rights of subrogation.....	16
7.	General conditions	
7.1	Applicable legislation.....	16
7.2	Australian law and jurisdiction.....	16
7.3	Change in risk.....	16
7.4	Plurals and titles.....	16
7.5	Reasonable care.....	17
7.6	Sanctions regulation.....	17
7.7	Third parties.....	17
7.8	Transfer.....	17

# Welcome to Zurich

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

This Product Disclosure Statement (PDS) is an important document. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

## How to apply for this insurance

Throughout this document when referring to *your* insurance broker or adviser, we may refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all of the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

## Our Single Transit Insurance (within Australia)

Zurich Single Transit Insurance (within Australia) is designed for a single sending of *goods* (other than home removals) or livestock anywhere within Australia. Our policy provides a choice of cover including:

### For goods

- accident or the deliberate act of a third party (clause 1.2.1);
- defined events including fire, explosion, lightning or flood and theft (clause 1.2.2); or
- defined events including fire, explosion, lightning or flood but excluding theft (clause 1.2.3).

### For livestock

- *death* of livestock caused by accident or natural causes (clause 1.3.1); or
- *death* caused by defined events (clause 1.3.2).

## Our contract with you

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover we provide.

This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the information *you* provide to us when applying for insurance cover;
- the most current policy *schedule* issued by us. The *schedule* is a separate document unique to the *insured*. It includes any changes, Exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other changes advised by us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, only those covers shown in the *schedule* are insured. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## Words with special meaning

We italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the 'Definitions' in this document to obtain the full meaning of such terms.

## Duty of Disclosure

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

### Duty of Disclosure under the Insurance Contracts Act 1984

Before *you* enter into an insurance contract, *you* have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask *you* questions that are relevant to our decision to insure *you* and on what terms, *you* must tell us anything that *you* know and that a reasonable person in the circumstances would include in answering the questions.

*You* have this duty until we agree to insure *you*.

### If you do not tell us something

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

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

## Duty of Disclosure under the Marine Insurance Act 1909

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

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

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

You should be aware of the following matters in considering whether this product is suitable for your needs.

### Basis of settlement

Under clause 2.2 'Basis of valuation' we explain how your goods will be valued in the event of a loss. The agreed value of the goods is their invoice cost or value, plus any costs incidental to the insured transit that are not covered by the invoice. If there is no invoice value, their agreed value is their market value or the cost, at the time of the commencement of the insured transit, of replacing the goods with similar goods of the same age and condition.

### Excesses can apply

When you make a claim under this policy you may be required to pay an excess. An excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of loss for which you are otherwise covered, i.e. the amount that you must contribute towards each claim.

The amount of your excess is shown in your schedule and you must pay this amount in the event of any claim.

Upon acceptance of your claim, you will be required to pay the amount of your excess either to us or to the repairer. We will advise you to whom your excess must be paid.

### Exclusions

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

- wear and tear, *ordinary leakage*, *ordinary loss* in weight or volume or inherent vice of the goods;
- delay, loss of market or *consequential loss* of any description;
- mechanical, electrical or electronic breakdown or malfunction of goods where there is no external evidence that an event insured against has occurred;
- any process or use, trial, testing or repair.

Some of the exclusions may be less common. Before making a decision to purchase this policy you should read the full details of all exclusions contained in the policy wording. Some exclusions may not be relevant to you, however you should be aware of all the exclusions. Please refer to 5. 'Exclusions' on page 14.

### Terms and conditions

Terms and conditions applicable to your policy set out your obligations with which you need to comply. Please refer from page 15.

You should be aware of all the terms and conditions that apply to this policy. If you do not meet the terms and conditions, we may be able to decline or reduce any claim payment or cancel your policy.

### **Make sure you have the cover you need**

*You* should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses yourself.

If *you* do not choose appropriate amounts that allow for the correct value of *your goods* *you* may be under insured when *you* make a claim.

### **Change of circumstances**

*You* should also advise *your* intermediary to notify us as soon as possible when *your* circumstances change if they are relevant to *your* policy. For instance, if *you* change the destination *your goods* are to be delivered to or *you* purchase additional *goods*. If *you* do not tell *your* intermediary of these changes, in the event of a claim *your* sum insured may not be adequate to cover *your* loss, or *you* may not have any cover under *your* policy.

### **How we calculate your premium**

The amount we charge *you* for *your* policy is made up of the premium and any government taxes and charges applicable. The premium is the amount we have calculated to cover the risk of insuring *your goods*. The premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is the higher the premium will be. Based on our expertise as an insurer we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

We calculate *your* premium on the basis of the information we receive from *you* when *you* apply for insurance. Some of the factors impacting the premium are:

- the type of *goods* to be insured;
- the sum the *goods* are to be insured for; and
- the type of cover *you* select.

Premiums may be subject to Commonwealth and State taxes, charges and duty (including Goods and Services Tax (GST)). The premium payable by *you* and the amount of these taxes, charges and duty will be shown in the *schedule*.

### **How to pay your premium and what happens if you don't pay**

Premiums are charged and are payable before the transit of *your goods* commences. If *you* do not pay *your* premium by this date *you* may not have any cover and we may refuse to pay a claim. *Your* intermediary can tell *you* what other methods may be available to make *your* premium payment.

### **Taxation information**

We show all taxes and charges as separate items on all *schedules* (for example GST and stamp duty). Details about GST as it relates to claims payments are shown in the policy wording under 6.6 'Payments in respect to Goods and Services Tax'.

### **How to make a claim**

If *you* need to make a claim, please refer to page 15 'Claims procedure' under Claims conditions. If *you* have any queries, please contact *your* intermediary as soon as possible or call us on 132 687.

### **Privacy**

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

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

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

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

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

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

## Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or the service *you* have received from us, please contact *your* intermediary to initiate *your* complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with our initial response, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

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

Their contact details are:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Freecall: 1800 931 678

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

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



## Financial Claims Scheme

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

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

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

Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## Headings

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

## Updating this PDS

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

# Benefits of cover available

The following is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

Summary of covers available	Benefits of cover available	Page No
Comprehensive cover for goods	Cover option 1: loss of or damage to <i>goods</i> caused by accident or by the deliberate act of a third party	10
Defined events (including theft) for goods	Cover option 2: loss of or damage to <i>goods</i> caused by any one of the defined events (e.g. fire, explosion, collision, overturning) and including theft	10
Defined events (excluding theft) for goods	Cover option 3: loss of or damage to <i>goods</i> caused by any one of the defined events (e.g. fire, explosion, collision, overturning). Does not include theft	10
Comprehensive cover for livestock	Cover option A: <i>death</i> of livestock caused by accident or natural causes or slaughter for humane reasons	11
Defined events (excluding theft) for livestock	Cover option B: <i>death</i> of livestock caused by any one of the defined events (e.g. fire, explosion, collision, overturning). Does not include theft	11
Additional cover: transits by sea	<ul style="list-style-type: none"> <li>• jettison</li> <li>• <i>General Average</i> sacrifice</li> <li>• <i>General Average</i> and <i>Salvage Charges</i>, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy</li> </ul>	11 11 11
Additional clauses	<ul style="list-style-type: none"> <li>• brands</li> <li>• <i>removal of debris</i> up to \$50,000</li> <li>• delayed unpacking within 90 days</li> <li>• insolvency of carrier, up to a maximum of 10% of agreed value of the <i>goods</i></li> <li>• packers premises within 30 days</li> <li>• refused <i>goods</i> cover is extended to insure the <i>goods</i> during any delay, storage or onwards transport</li> </ul>	14 14 14 14 14 14

# Single Transit Insurance (within Australia) Policy Wording

Subject to the prior payment of, or *your* agreement to pay, the premium set out in the *schedule*, we agree to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by *you* or on *your* behalf.

## 1. The cover

We insure *you* against loss of or damage to *goods* or *death* of livestock caused by certain events as specified in the *schedule*. The insurance only applies to the insured transit that commences during the *period of insurance* specified in the *schedule* from the point of departure to the destination each as specified in the *schedule*.

### 1.1 Cover commences

Cover commences:

- 1.1.1 for *goods* other than livestock, when the *goods* are first moved for the purpose of being conveyed to a destination outside the premises at which *loading* takes place and ends when the *goods* are last moved in being delivered at the destination; or
- 1.1.2 for livestock, when each animal enters the conveyance or its loading ramp and ends when the animal is discharged from the conveyance or its loading ramp at the destination.

However, insured transit of *goods* ends at any earlier point where *you* interrupt the ordinary course of transit.

### 1.2 Events insured against for goods (excluding livestock)

#### 1.2.1 Cover option 1

If Cover option 1 is shown in the *schedule*, the insurance is against loss of or damage to *goods* caused by accident or by the deliberate act of a third party.

#### 1.2.2 Cover option 2

If Cover option 2 is shown in the *schedule*, the insurance is against loss of or damage to *goods* caused by any one of the following events:

- (a) fire, explosion, lightning or flood;
- (b) collision of the conveyance with an external object;
- (c) collision of the *goods* with something not on or part of the land conveyance carrying the *goods*;
- (d) overturning, jackknifing or derailment of the land conveyance;
- (e) grounding, sinking or capsizing of the *conveying vessel*;
- (f) crashing or forced landing of the *conveying aircraft*;
- (g) discharge of *goods* at a port of distress; and
- (h) theft.

#### 1.2.3 Cover option 3

If Cover option 3 is shown in the *schedule*, the insurance is against loss of or damage to *goods* caused by any one of the following events:

- (a) fire, explosion, lightning or flood;
- (b) collision of the conveyance with an external object;
- (c) collision of the *goods* with something not on or part of the land conveyance carrying the *goods*;
- (d) overturning, jackknifing or derailment of the conveyance;
- (e) grounding, sinking or capsizing of the *conveying vessel*;
- (f) crashing or forced landing of the *conveying aircraft*; and
- (g) discharge of *goods* at a port of distress.

## 1.3 Events insured against for livestock

### 1.3.1 Cover option A

If Cover option A is shown in the *schedule*, the insurance is against *death* of livestock caused by accident or natural causes or slaughter for humane reasons following injury.

### 1.3.2 Cover option B

If Cover option B is shown in the *schedule*, the insurance is against *death* of livestock caused by any one of the following events:

- (a) fire, explosion, lightning or flood;
- (b) collision of the conveyance with an external object;
- (c) collision of the livestock with something not on or part of the land conveyance;
- (d) overturning, jackknifing or derailment of the land conveyance;
- (e) grounding, sinking or capsizing of the *conveying vessel*;
- (f) crashing or forced landing of the *conveying aircraft*; and
- (g) discharge of livestock at a port of distress.

## 1.4 Additional cover

In relation to transit by sea, the insurance is also against each of the following:

1.4.1 jettison;

1.4.2 *General Average* sacrifice; and

1.4.3 *General Average* and *Salvage Charges*, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy.

## 2. Conditions of cover

### 2.1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and any endorsements, all of which are to be read together.

### 2.2 Basis of valuation

The agreed value of the *goods* is their invoice cost or value, plus any costs incidental to the insured transit that are not covered by the invoice. If there is no invoice value, their agreed value is their market value or the cost, whichever value is higher, at the time of the commencement of the insured transit, of replacing the *goods* with similar *goods* of the same age and condition.

### 2.3 Limits on cover

The insurance is limited to the sum insured stated in the *schedule* for any one loss or series of losses arising from the same event.

If an excess is specified in the policy or *schedule*, *you* must bear that amount first in respect of a claim or series of claims resulting from an event insured against.

### 3. Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

#### 3.1 Communicable disease

*communicable disease* means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 3.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- 3.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- 3.1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property,

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

#### 3.2 Consequential Loss

*consequential loss* means

- (a) loss of profit incurred;
- (b) special extra running costs incurred to avoid or minimise a loss of profit; or
- (c) any other costs incurred to avoid or minimise a loss of profit, as the direct consequence of Cargo loss or damage

#### 3.3 Conveying aircraft

*conveying aircraft* means the aircraft used to carry the *goods*.

#### 3.4 Conveying vehicle

*conveying vehicle* means the vehicle used to carry the insured *goods*.

#### 3.5 Conveying vessel

*conveying vessel* means the vessel used to carry the *goods*.

#### 3.6 Cyber attack

*cyber attack* means the deliberate exploitation, or an attack initiated from a computer to another for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### 3.7 Death

*death* means the expiration of livestock or their slaughter for humane reasons following injury.

#### 3.8 Expropriation

*expropriation* means the lawful seizure, confiscation, nationalisation or requisition of the *goods*.

### 3.9 General Average

*General Average* means a legal principle of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship cargo to save the whole adventure in an emergency.

### 3.10 Goods

*goods* mean the subject matter insured including livestock, shipping containers, flatracks and packaging.

### 3.11 Insured, You, Your

*insured, you, your* means the Insured as named in the *schedule* or as otherwise defined in the policy.

### 3.12 Load/loading

*load/loading* means when livestock enters the *conveying vehicle's* loading ramp from the ground or loading dock until secured for transit in the *conveying vehicle*. For all other *goods* load/loading means when *goods* are first moved for the purpose of loading onto the *conveying vehicle* until placed on the *conveying vehicle*.

### 3.13 Nuclear or radioactive

*nuclear or radioactive* means the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor or any component of these.

### 3.14 Ordinary leakage

*ordinary leakage* means a natural reduction of *goods* with a liquid content which is regarded as inevitable and not accidental.

### 3.15 Ordinary loss

*ordinary loss* means a natural reduction of *goods* which is regarded as inevitable and not accidental.

### 3.16 Period of insurance

*period of insurance* means the Period of Insurance stated in the *schedule*.

### 3.17 Removal of debris

*removal of debris* means if an insured event occurs, we will pay the cost of removal and disposal of damaged *goods* or dead livestock, including the cost of cleaning the accident site, but does not mean any expense or liability of any kind incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant of any kind or nature beyond the road surface and the road verge at the accident site.

### 3.18 Salvage Charges

*Salvage Charges* means charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

### 3.19 Schedule

*schedule* means the Schedule attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

### 3.20 Terrorism

*terrorism* means any act(s) of any person(s) or organisation(s) involving:

3.20.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means; or

3.20.2 putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### 3.21 War or warlike activities

*war or warlike* activities means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

## 4. Additional clauses

### 4.1 Brands

We will not sell or dispose of salvaged branded *goods* without *your* consent. If *you* do not give *your* consent, we may retain the *goods* and their reasonable salvaged value will be deducted from the amount payable in respect of the claim.

### 4.2 Debris

This policy covers the cost of removal and disposal of damaged, deteriorated or contaminated *goods* and of cleaning and decontamination to a limit of up to \$50,000 for any one loss or occurrence in addition to the sum insured.

### 4.3 Delayed unpacking

In the case of delay in opening cases or packages (except those showing signs of damage, wetting or staining), loss or damage discovered when they are opened within 90 days of delivery will be treated as having happened during transit unless there is conclusive proof to the contrary.

### 4.4 Insolvency of carrier

If the insured transit is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not loss or damage has been occasioned to the *goods*, we will pay *you* the extra costs of freight and/or storage to forward the *goods* to their intended destination, or to return the *goods* to the place from which they were despatched, up to a maximum of 10% of agreed value of the *goods*.

This cover will not apply where, at the time of *loading* of the *goods* on board the conveyance, *you* were aware, or in the ordinary course of *your* business should reasonably have been aware, that such insolvency or financial default could have occurred during the insured transit.

### 4.5 Packers premises

The insurance applies while *goods* are in insured transit to or from packers' premises and while they are there for packing for a maximum of 30 days.

### 4.6 Refused goods

If the event that *you* or *your* customer either refuse delivery or are unable to accept delivery of the insured *goods*, cover is extended to insure the *goods* during any delay, storage or onwards transport.

## 5. Exclusions

The insurance does not cover *you* against loss or damage to *goods* or *death* of livestock or against any related expenses caused by any of the following:

- 5.1 wear and tear, *ordinary leakage*, *ordinary loss* in weight or volume or inherent vice of the *goods*;
- 5.2 delay, loss of market or *consequential loss* of any description;
- 5.3 mechanical, electrical or electronic breakdown or malfunction of *goods* where there is no external evidence that an event insured against has occurred;
- 5.4 any process or use, trial, testing or repair;
- 5.5 *war or warlike activities*;
- 5.6 *expropriation*;
- 5.7 anything *nuclear or radioactive*;
- 5.8 any chemical, biological, bio-chemical or electromagnetic weapon;
- 5.9 *cyber attack*;
- 5.10 *terrorism* and/or steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived *terrorism*, unless caused by a terrorist or any person acting from a political motive while the insured *goods* are in the ordinary course of transit; or

- 5.11 *communicable disease* or any action taken by *you* in response to a regulatory authority's response to a *communicable disease*, its potential consequences or the fear or threat (whether actual or perceived) of a *communicable disease*.

For the purposes of this exclusion 5.11 loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a *communicable disease*; or
- (b) any property insured hereunder that is affected by such *communicable disease*.

## 6. Claims conditions

### 6.1 Claims procedure

When loss or damage happens, which may give rise to a claim under this policy, *you* should take all reasonable measures to avert or minimise the loss and ensure that all rights against any third parties are properly preserved and exercised.

If the event involves theft, and theft is an insured event, or an accident has occurred involving a vehicle owned or operated by *you* and another vehicle, *you* must notify the police as soon as possible and, if we require it, obtain a police report.

*You* must notify us of what has happened and send us full details as reasonably practicable within 30 days, including details of any other insurance over the *goods*.

*You* must not authorise any repairs to the *goods* without our written consent (not to be unreasonably withheld).

### 6.2 Claims settlement

In the event of a claim, we shall consult with *you* and consider *your* interests regarding the options of settling the loss either by payment, repair, reinstatement or replacement.

### 6.3 Excess

In the event of a claim, *you* must bear first the amount of any excess specified in the *schedule* or elsewhere in the policy wording.

### 6.4 Foreign currency invoice

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

### 6.5 Other insurance

When making a claim on this policy *you* must also supply us with details of all policies that may pay or partially pay that claim.

### 6.6 Payments in respect to Goods and Services Tax

If *you* are liable for Goods and Services Tax (GST) in respect of any *goods*, services or other supply which are the subject of a claim under this policy we will pay *you* for that GST liability. However:

6.6.1 where we make a payment under this policy for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made; or

6.6.2 where we make a payment under this policy as compensation for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit *you* would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such *goods*, services or supply.



## 6.7 Rights of subrogation

We are entitled to exercise any rights *you* may have against anyone else in relation to the *goods* for which we have settled a claim under this policy. *You* must cooperate fully with us in exercising those rights and give us any information or assistance we may reasonably require.

## 7. General conditions

### 7.1 Applicable legislation

To the extent that this policy covers risks governed by the Marine Insurance Act 1909 (Cth), nothing in it intends to reduce or waive either *your* or our privileges, rights or remedies available under that Act. To the extent that this policy covers other risks it will be subject to the Insurance Contracts Act 1984 (Cth) and nothing in it intends to reduce or waive either *your* or our privileges, rights or remedies available under that Act.

If you fail to comply with a provision of this policy requiring compliance including the claims conditions under clause 6 and general conditions under clause 7, we may be able to:

- (a) refuse a claim;
- (b) reduce our liability to pay a claim by an amount that fairly represents the extent to which our interests are prejudiced by the failure to comply; or
- (c) cancel the policy.

### 7.2 Australian law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, the parties to the policy submit to the exclusive jurisdiction of any competent State, Territory, or Federal court in the Commonwealth of Australia.

In this policy a, reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

### 7.3 Change in risk

*You* must notify us as soon as reasonably possible of any change which materially increases the risk covered by this policy, including:

- (a) activities that are materially different from those declared in the proposal;
- (b) activities outside the normal activities of the business; or
- (c) any loss of or condition imposed upon any licence or other authority required by *you* to conduct the business.

We reserve the right to assess any such change, and may accept or deny coverage and/or vary the terms of coverage for any increased risk the change poses. If we and *you* agree to accept or vary the terms of coverage, *you* must pay such reasonable additional premium as we may require for any such coverage.

### 7.4 Plurals and titles

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

- 74.1 headings are descriptive only, not an aid to interpretation;
- 74.2 singular includes the plural, and vice versa; and
- 74.3 the male includes the female and neuter.

**7.5 Reasonable care**

*You* must take reasonable care to prevent loss, destruction, damage or *death* covered by this policy.

**7.6 Sanctions regulation**

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

**7.7 Third parties**

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

**7.8 Transfer**

*You* may only transfer a right under this policy with our written consent.

**Zurich Australian Insurance Limited**

ABN 13 000 296 640, AFS Licence No: 232507  
Head Office: 118 Mount Street, North Sydney NSW 2060

Client enquiries  
Telephone: 132 687  
[www.zurich.com.au](http://www.zurich.com.au)



**ZURICH**<sup>®</sup>