



National Transport Insurance

# MARINE CARGO INSURANCE POLICY

EFFECTIVE DATE: 1 MARCH 2014



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Insurance products are provided by National Transport Insurance, NTI Limited (ABN 84 000 746 109) (AFSL 237 246) as Manager of National Transport Insurance, an equal joint venture partner of CGU Insurance Limited (ABN 27 004 478 371) (AFSL 238 291) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230 859). You are required to read the PDS when choosing whether or not to acquire or continue holding a policy.

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contract of insurance



# Introduction



## Important Things You Should Know

Please take time to read Your Policy. You need to know and understand its details. In particular We recommend You make sure that all the details which are shown in Your Policy Schedule are correct. Let Us know immediately if any change is necessary. 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.

The addresses, telephone, facsimile and e-mail addresses of Our offices are shown on the back cover of this Policy document.

Keep Your Policy in a safe place so that You can refer to it if You feel You need to claim.

Do not wait until a claim arises to make sure You understand Your Policy.

## Insurers

National Transport Insurance means the joint venture of the following insurers in the proportions shown:

- CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50%
- AAI Limited trading as Vero Insurance: ABN 48 005 297 807; AFSL 230859 - 50%

This means that each insurer is only responsible for its half share.

'We', 'Us', or 'Our' means National Transport Insurance through its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## National Transport Insurance

NTI is Australia's transport insurance specialist – with over 40 years of experience in the insurance industry, NTI is the company you can count on to protect Your transport assets. Two of Australia's leading general insurers – CGU Insurance and AAI Limited trading as Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

## Your Duty of Disclosure

Before You enter into a contract of general insurance, You have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to Us every matter that You know or a reasonable person in all the circumstances could be expected to know was relevant taking into account factors including but not limited to:

- the nature and extent of the insurance cover to be provided under the relevant contract of insurance; and
- the class of persons who would ordinarily be expected to apply for insurance cover of that kind.

Your duty extends until the time the proposed contract is entered into.

## What You Need to Tell Us

When We ask You specific questions, You must answer these questions truthfully, and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured under the Policy answers all questions in this way. We will use the answers in deciding whether to insure You and anyone else to be insured under the policy, and on what terms. We rely upon the information You provide also when You renew, replace, vary, extend, change or reinstate Your Policy. These requirements are part of the Insurance Contracts Act 1984 (Cth).

## What You Do Not Need to Say

You do not need to tell Us or NTI anything that:

- reduces Our risk;
- is of common knowledge;
- We know, or in the ordinary course of Our business as an insurer We should know; or
- We have indicated that We do not want to know.

## What Will Happen if You Do Not Tell Us

If You withhold relevant information or You do not answer questions in the way described, We can reduce the amount We pay You for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## 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 about 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).

## 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 pages following, for full details.

Marine Cargo	
<b>Cover</b>	Cover for Your Customer's Freight that is damaged in Transit during the Period of Insurance.
<b>Cover Options</b>	<p><b>Accidental Damage – Section 3</b></p> <p>Loss or damage to Your Customer's Freight resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Transit</p> <p>Cover for refrigerated/temperature controlled Freight 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 – Section 2</b></p> <p>Loss or damage to Your Customer's Freight 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 Liability – Section 1</b></p> <p>Your legal liability for loss or damage to Your Customer's Freight during Transit subject to prior acceptance by Us and Your use of Your Standard Trading Conditions.</p> <p><b>Freight Consequential Loss Option – \$100,000 for all claims in the Period of Insurance if legally liable to Freight owner. This is an Optional extension available for each of the above cover in Section 1, 2 and 3.</b></p>
<b>Additional Benefits</b>	<p>Automatic coverage extensions in addition to the Sum Insured for Accidental Damage and Insured Peril cover include :</p> <ul style="list-style-type: none"> <li>➤ Removal of Debris and Minimise further losses \$50,000;</li> <li>➤ Shipping Containers \$20,000;</li> <li>➤ Onforwarding Costs \$10,000;</li> <li>➤ Mustering &amp; Agistment Costs \$50,000 (\$250 per animal);</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> <li>➤ Motor Vehicle Freight – Transit extension for cover when driven under their own power within 2km of the Conveying Vehicle for the purposes of loading/unloading.</li> </ul>

## 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).

## 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, less a 10% cancellation fee. 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).

## 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 System 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.

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 Financial Ombudsman Service (FOS), even if We are still considering it (and provided Your dispute is within FOS's Terms of Reference). We are a member of FOS which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute.

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.

FOS 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. FOS 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 FOS within two years of the date of Our final decision.

Where FOS's 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 FOS are:

**Financial Ombudsman Service Limited,**  
 ABN 67 131 124 448  
 National Toll Free number 1300 780 808.  
 GPO Box 3 Melbourne VIC 3001  
 Email: [info@fos.org.au](mailto:info@fos.org.au)

As noted earlier, a brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

## 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;
- The types of freight You carry;
- 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.

Other matters that may affect the cover We offer You:

- Number and types of vehicles in operation;
- Use of subcontractors and labour hire personnel.

# The Cover

## 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:

- a. 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;
- b. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
- c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;
- d. 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.

## The Cover

Subject to the following terms and conditions, this Policy provides Cover for Your Customer's Freight that is damaged in Transit during the Period of Insurance.

**Section 1: Carriers Cargo Liability** provides indemnity against sums You become legally liable to pay as compensation for loss or damage to Freight caused by You or Your Subcontractors or an act of Terrorism, subject to prior acceptance by Us of Your Standard Trading Conditions.

**AND/OR**

**Section 2: Goods In Transit** provides Cover for loss or damage to Freight resulting from an act of Terrorism or an Insured Peril. Optional extensions to Section 2 only.

**OR**

**Section 3: Accidental Damage Option** provides optional alternative Cover for loss or damage to Freight resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism.

Section 3 automatically provides Section 1 Carrier's Cargo Liability Cover (if You provide and We approve Your Standard Trading Conditions) and a variety of other automatic extensions.

Restrictions apply with respect to carriers of livestock or Refrigerated Goods.

**Additional Benefits** to Sections 2 and 3

**Special Settlement Condition** outlines how We will settle Your claim under either Section 2 or Section 3.

**Freight Consequential Loss Optional Extension Clause** to all Sections of Policy.

**Livestock & Motor Vehicle Freight Coverage Variations** for all Sections of the Policy.

**Conditions, Claims Responsibilities and Exclusions** that apply to all Sections of the policy.

## Important Things You Should Know

You are only covered for the Sections of this Policy and optional Extensions, shown on Your Policy Schedule.

If You have Cover under any two, or all three Sections of this Policy, You may only claim under one Section for any one loss or series of losses arising from the same event.

We will not be liable for any one loss or series of losses arising from the same event under more than one Section of this Policy.

## 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 Freight.
<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 Freight and the Conveying Vehicle.
<b>Conveyance</b>	means a railway wagon or water-borne vessel upon which the Conveying Vehicle can be moved.



<b>Conveying Vehicle(s)</b>	means: <ul 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. a trailer;</li> </ul> and includes devices for handling or securing the Freight, being binders, chains, dogs, tarps, gates, hoists or crane arms.
<b>Cover</b>	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
<b>Customer</b>	means the entity for which You provide Your Services.
<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; or</li> <li>c. that was the result of Your lack of due diligence .</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.
<b>Fire</b>	means the actual ignition of flame.
<b>Flood</b>	means: <ul style="list-style-type: none"> <li>a. a temporary condition of partial or complete inundation of normally dry land by water: <ul 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> </ul> </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> </ul>
<b>Freight</b>	means any form of 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.
<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 as identified in Your Policy Schedule whilst in Your care, custody or control and whilst in Transit, but Livestock does exclude: <ul style="list-style-type: none"> <li>a. birds;</li> <li>b. horses; and</li> <li>c. bloodstock, breeding, stud or prize animals.</li> </ul>
<b>Motor Vehicle(s)</b>	means: <ul 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. a trailer.</li> </ul>

<b>National Transport Insurance</b>	means the joint venture of the following insurers in the proportions shown: CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50% AAI Limited trading as Vero Insurance: ABN 48 005 297 807; AFSL 230859 – 50% This means that each insurer is only responsible for its half share.
<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 causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through collision of the Conveying Vehicle).
<b>Period of Insurance</b>	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.  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.
<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>Sections</b>	means each type of Cover specified in this Policy. The Sections which apply to You are shown in Your Policy Schedule.
<b>Service(s)</b>	means the carriage, handling or storage of Freight.
<b>Standard Trading Conditions</b>	means the terms and conditions (including written agreements limiting Your legal responsibility) as approved by Us, upon the basis of 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.
<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>	means the ordinary course of transportation by road within Australia upon the Conveying Vehicle from the time You or any person acting on Your behalf: <ul style="list-style-type: none"> <li>a. first move the Freight for the purpose of loading onto the Conveying Vehicle; through to</li> <li>b. transporting to Your contracted destination; to and including</li> <li>c. unloading of the Freight from the Conveying Vehicle and last movement of the Freight from the Conveying Vehicle at the intended destination.</li> </ul> <b>Temporary Storage:</b> Transit also includes temporary storage (that will be no longer than 30 days) which may occur during this transportation period.  Note : Transit and Temporary Storage definitions may alter for Livestock and Motor Vehicle Freight, as outlined in ‘Livestock and Motor Vehicle Freight Cover Variations’.
<b>We/Our/Ours/Us</b>	means National Transport Insurance through 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.

# Section 1 – Carrier’s Cargo Liability

## Cover

You are only covered for this Section of the Policy when shown on Your Policy Schedule.

We will not be liable for any one loss or series of losses arising from the same event under more than one Section of this Policy.

## Compensation How We Settle Your Claim

We will pay for Your legal liability for any loss or damage to Your Customer’s Freight (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 all Your reasonable legal costs up to \$250,000, or an amount equal to the limit of Indemnity for Section 1 of this Policy, whichever is the lesser, incurred with Our written consent in the settlement or defence of any claim under this Section 1. Payment for reasonable legal costs will be included within the limit of Indemnity specified for this Section 1 in Your Policy Schedule.

## Limit of indemnity

Our liability to pay will be limited to the Limit of Indemnity for the Cover selected under Section 1 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 Freight type in any one event each Freight type damaged will be limited to its own Limit of Indemnity, but Our liability to pay for the combined Freight type loss or series of losses arising from that one event will be limited in aggregate to the highest Freight type Limit of Indemnity for those Freight types damaged.

## Excess

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

## Removal of Debris/Clean Up

If We pay a claim under this Section 1 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. A liability limit of \$25,000 applies under this clause for any loss or series of losses caused by one event. This limit will be in addition to the Limit of Indemnity for Section 1 of this Policy as specified in Your Policy Schedule.

## Special Conditions That Apply Only to Section 1

### Standard Trading Conditions

- a. You must ensure that Your Standard Trading Conditions have been agreed 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 approval 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 Freight.

### GST

All payments under Section 1 of this Policy are subject to the provisions of “Conditions Specific to All Sections of this Policy” Condition 5 [Tax Provisions].

## Special Exclusions That Apply Only to Section 1

### 1. Standard Trading Conditions

We **will not** pay for Your legal liability under this Section 1 arising directly from You not issuing to Your customer Your Standard Trading Conditions as agreed by Us under the Conditions of Section 1 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 Freight Cover Variations to Section 1

### 1. Livestock

If Your Policy Schedule specifies Livestock carried, then some Cover variations will apply. Please see “Livestock and Motor Vehicle Freight Cover Variations” on page 18 of this Policy document. In all other respects, Section 1 of this Policy remains unaltered.

### 2. Damage to Motor Vehicles

If Your Policy Schedule specifies Cars (Road Vehicle – Non Machinery), or Machinery carried, then some cover variations will apply. Please see “Livestock and Motor Vehicle Freight Cover Variations” on page 18 of this Policy document. In all other respects, Section 1 of this Policy remains unaltered.

### 3. Subcontractor Indemnity Additional Benefit

Details of this Additional Benefit are set out in Additional Benefit 3 “Subcontractor Indemnity” on page 17 of this Policy document.

## Freight Consequential Loss Optional Extension to Section 1

This optional extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional fee is payable if the additional Cover is purchased. The full terms, conditions and exclusions that apply to this Optional Extension are set out in the “Freight Consequential Loss Optional Extension clause” on page 19 of this Policy document.

# Section 2 – Carrier’s Goods In Transit Cover For Insured Perils

## Cover

This cover will only apply if Section 2 is specified in Your Policy Schedule.

## How We Settle Your Claim

We will pay in accordance with the ‘Special Settlement Condition’ of this Policy for any loss or damage, which occurs during:

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

to Customer’s Freight (of the kind specified in Your Policy Schedule) in the custody or control of You or Your Subcontractors as a result of an act of Terrorism or caused by or arising out of an Insured Peril.

**Insured Peril** means:

- i. Fire or explosion;
- ii. Flood;
- iii. Collision to a Conveying Vehicle;
- iv. Overturning of a Conveying Vehicle;
- v. jack-knifing of a Conveying Vehicle;
- vi. derailment, capsizing or Collision of a Conveyance carrying the Conveying Vehicle;
- vii. hijack or armed hold up of a Conveying Vehicle;
- viii. malicious damage to the Freight upon a Conveying Vehicle;
- ix. cyclone, tornado, hurricane, windstorm, hail or lightning;
- x. collapse of bridges or culverts causing damage to the Freight;
- xi. impact of the Freight carried by the Conveying Vehicle with another vehicle, structure or object but not the ground, water or anything on or a part of the Conveying Vehicle;
- xii. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions; or
- xiii. where Transit is by sea:
  - 1. general average and/or salvage contribution that You are required to pay under any shipping document; and / or
  - 2. washing overboard, jettison, collision, grounding, sinking, capsizing of the vessel or General Average Sacrifice,

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

## Additional Benefits to Insured Peril Cover

The Additional Benefits as shown in the Additional Benefits of this Policy apply.

## 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 and this Policy remains unaltered.

### 1. Loading and Unloading:

You are covered against physical loss of or damage to the Freight in Transit caused by the loading and unloading of such Freight.

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

You are insured against physical loss of or damage to the Freight in Transit caused by theft, pilferage and non delivery during Transit provided that:

- a. all doors, windows and other areas of the Conveying Vehicle 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:

- a. If deterioration of Refrigerated Goods arises from a variation in temperature outside of the required temperature range, You are only insured for physical loss of or damage to such Freight through breakdown, malfunction or selection of wrong temperature (excluding failure to turn on power) of refrigerating machinery which results in:
  - i. its stoppage; or
  - ii. failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

- b. Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of 10% of the value of the claim (unless a higher Excess would otherwise apply);
- c. Notwithstanding clauses a. and b. above, no Cover applies if the deterioration of Freight results from a failure to maintain refrigerated machinery.

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

- a. If any special contracts are nominated in Your Policy Schedule, then the applicable Section 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;
- b. 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 insured against Accidental loss of or damage to Freight caused by its falling from Your Conveying Vehicle due to breakage of restraining chains, cables or other securing devices during Transit provided that:

- a. the Conveying Vehicle that is used for the Transit is suitable for the weight, volume and size of the Freight being transported;
- b. You take all reasonable steps to ensure that the Freight is adequately packed and effectively secured on the Conveying Vehicle; 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. Freight Consequential Loss and Legal Costs:

The full terms, conditions and exclusions that apply to this Optional Extension are set out in the “Freight Consequential Loss Optional Extension clause” on page 19 of this Policy document.



# Section 3 – Accidental Damage

The following optional Cover is an alternative to the Cover for Insured Perils provided by Section 2 of this Policy. This Cover will only apply if Section 3 is specified in Your Policy Schedule.

## Cover for Accidental Damage

### 1. How We Settle Your Claim

We **will pay** in accordance with the 'Special Settlement Condition' of Policy Product 3 for any loss or damage which occurs within Australia during:

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

to Your Customer's Freight (of the kind described in Your Policy Schedule) by You or Your Subcontractors:

- i. caused by or arising out of an Accident (except as limited below for Livestock and Refrigerated Freight types);
- ii. caused by a Deliberate Third Party Act; or
- iii. as a result of an act of Terrorism.

### 2. Additional Benefits

We agree to provide You with the following Additional Benefits for any one event caused by or arising out of an Accident covered under Section 3 of this Policy:

- a. Section 1 Carrier's Cargo Liability applies automatically when Section 3 is noted in Your Policy Schedule, provided We have received Your Standard Trading Conditions within 28 days of inception of Cover under this Section 3 and We have approved them in writing.

The Additional Benefits of this Policy but the words 'Insured Peril' are replaced with 'Accident'.

## Limitations of Accidental Damage Cover

### 1. Refrigerated Goods

- a. Whilst Section 3 of this Policy covers loss or damage to Your Customer's Refrigerated goods (if noted in Your Policy Schedule) caused by an Accident, this Section 3 excludes Cover for deterioration of the goods unless caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction or selection of wrong temperature (excluding failure to turn on power) of refrigerating machinery which results in:

- i. its stoppage; or
- ii. failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

- b. Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of 10% of the value of the claim (unless a higher Excess would otherwise apply).
- c. Notwithstanding paragraphs a. and b. of this clause, no Cover applies if the deterioration of Freight results from a failure to maintain (or turn on power for) refrigerated machinery.

### 2. Livestock

Section 3 does not apply to Livestock if the animals are not in a good state of health prior to loading/Transit or are not fit to travel.

### 3. Shedding of Load

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

- a. the Conveying Vehicle that is used for the Transit is suitable for the weight, volume and size of the Freight being transported;
- b. You take all reasonable steps to ensure that the Freight is adequately packed and effectively secured on the Conveying Vehicle; 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).

## Freight Consequential Loss Optional Extension

This Optional Extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional fee is payable if the additional Cover is purchased. The full terms, conditions and exclusions that apply to this Optional Extension are set out in the "Freight Consequential Loss Optional Extension clause" on page 19 of this Policy document.

# Additional Benefits

## Additional benefits applicable to both Section 2 (Insured Perils) and Section 3 (Accidental Damage)

### 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 Sections 2 or 3 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 Freight;

- b. Removal of Debris

\$50,000 for all necessary expenses reasonably incurred by You or Your Subcontractor in removing Freight debris created as a result of an Accident;

- c. Onforwarding Costs

\$10,000 for the cost of hiring a replacement vehicle to complete the carriage of Freight to the destination named in the consignment note;

- d. Shipping Containers

\$20,000 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 the following Packaging or 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

\$250 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),

where there has been loss or damage to Livestock indemnified under Section 2 or 3 of this Policy up to a limit of a maximum of \$50,000 for any one Accident.

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 selected under any Part of Section 2 or 3 of this Policy.

### 2. Legal Expenses

We will represent You or arrange for Your representation in the negotiation, settlement or defence of such a claim against You but only until such time that:

- a. costs of \$50,000 have been expended; or
- b. We have **settled** or otherwise resolved Your Freight claim under either Section 2 or Section 3 of this Policy, whichever is the earlier.

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

The limit of \$50,000 which applies to this additional benefit is in addition to the Sum Insured for the Cover selected under any Part of Section 2 or Section 3 of this Policy.

### 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 Liability insurance policy.

# Special Settlement Condition

## How We Will Settle Your Claim Under Section 2 or Section 3

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 Freight 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 Freight whilst in Transit; or
    - iii. if there is no invoice value, the cost of replacing the Freight 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 Section 2 or Section 3 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 Freight type in any one event, then each Freight type damaged will be limited to its own Sum Insured, but Our liability to pay for the combined Freight type loss or series of losses arising from that one event, will be limited in aggregate to the highest Freight type Sum Insured for those Freight types damaged;
3. If the Excess varies in Your Policy Schedule by Freight type or radius covered, the higher Excess will apply and only once if more than one Freight type is damaged.

# Livestock And Motor Vehicle Freight Cover Variations

## Applicable To All Sections of This Policy

The following clauses are only applicable if Livestock or Motor Vehicle/Machinery Freight are noted in Your Policy Schedule.

### 1. Livestock

If Your Policy Schedule specifies Livestock carried, then this coverage variation is automatically applicable to Your Policy and the following amendments apply:

- a. Policy Exclusion 3 (f) (Livestock) of Your Policy is deleted; and
- b. the Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows:

Transit means:

  - i. when the Livestock enter the Conveying Vehicle or its loading ramp for the commencement of Transit; and

- ii. terminates when the Livestock are discharged from the Conveying Vehicle or its loading ramp at Your intended destination.

### Temporary resting:

Transit also includes temporary resting of the Livestock off the Conveying Vehicle but is limited to seven (7) days during Transit.

### Special Exclusion that applies only to this Additional Benefit:

This Cover variation does not insure loss where Livestock;

- a. fail to pass tests or examinations; and/or
- b. 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 Section 1, 2 or 3 of this Policy.

### How We Will Settle Your Livestock Claim under Sections 2 and 3

We will settle Your claim in accordance with the 'Special Settlement Condition' of this Policy except that, for the

purpose of this Coverage variation only, Clause 1.a. of the 'Special Settlement Condition' of this Policy is hereby deleted and replaced with the following:

*1.a. We will pay the invoice value insuring the Livestock whilst in Transit, or if there is no invoice value, the cost of replacing the Livestock with similar Livestock of the same age and condition or as near as possible to that age and condition.*

We agree to pay all necessary expenses reasonably incurred by You to avoid or minimise any further loss of the Livestock in accordance with clauses 1 and 2 of the 'Special Settlement Condition' (as amended) of this Policy. All payments are subject to the provisions of Condition 5 of the Specific Conditions that apply to this Policy.

### 2. Damage to Motor Vehicle Freight

If Your Policy Schedule specifies Cars (Road Vehicle – Non Machinery), or Machinery carried, then the following clauses of this Policy are automatically applicable to Your Policy and the following amendments apply:

- a. For the purpose of machinery and Motor Vehicles Freight (if insured), the definitions of Transit and Temporary Storage are deleted and replaced as follows:

#### Transit means

- i. the ordinary course of transportation by road within Australia upon the Conveying Vehicle from the time You or any person acting on Your behalf; and which
- ii. commences when the Motor Vehicle Freight is first moved by You from a point that is no more

than 2 kilometres from the Conveying Vehicle for the purpose of loading onto the Conveying Vehicle and terminates when the Motor Vehicle Freight, having been unloaded by You, is parked by You in the receiver's premises (or on the loading dock), within 2 kilometres of the Conveying Vehicle.

#### Temporary Storage:

Transit also includes temporary storage (that will be no longer than 30 days) which may occur during this transportation period.

- b. Exclusion 5 (Damage to Motor Vehicles) of Your Policy is deleted for the purpose of this Coverage variation except where the Motor Vehicle Freight is involved in loss or damage beyond 2 kilometres of the Conveying Vehicle. However, Exclusion 5 remains in place if the loss or damage to the Motor Vehicle Freight is covered by the provisions of a Commercial Motor or Fleet Motor Policy held by You;
- c. Indemnity for each Motor Vehicle Freight in Transit will be limited to the lesser of its Market Value or the invoice value;
- d. The provisions of the Policy's Specific Condition 5 (tax provisions) of this Policy will apply;
- e. **Market Value:** For the purpose of this coverage variation only, means the value of the Motor Vehicle Freight 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.

# Freight Consequential Loss Optional Extension Clause

## Applicable to all Sections of this Policy

The following Optional Extension clause is only applicable where shown in Your Policy Schedule in the applicable Section of this Policy as applying.

### Freight Consequential Loss and Legal Costs:

- a. Exclusion 2(e) is deleted and where a claim for Freight loss and damage caused by or arising out of a peril insured for under a Section to which this endorsement 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 Freight; and
  - ii. for legal costs incurred directly arising from a. 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 for any one loss or series of losses arising from one event and is in addition to the Limit of Indemnity for the applicable Section of this Policy;
- c. In no case will Our liability under this Optional Extension exceed \$100,000 in the aggregate for all claims in any one Period of Insurance.

### Special Definition that applies only to this Optional Extension

**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 special costs incurred,
- as the direct consequence of Freight loss or damage during Transit.



### Special Condition that applies only to this Optional Extension

A Consequential Loss will be deemed to have occurred when the owner of the Freight suffers financial loss, due to the use of the insured Freight being impaired or made impossible as a result of loss or damage insured by the applicable Section 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. changes or regular maintenance work by Your Customer at the time of reinstating or replacing damaged or lost Freight.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges and pollution liability.

# Conditions Specific To All Sections Of This Policy

## 1. Reasonable Care

In addition to the General Conditions that apply to Your Policy at Your own expense, 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 Freight;
- 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. prevent loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under Your Policy;
- d. employ only competent employees;
- e. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority; and
- f. prevent Personal Injury or Damage to Property.

## 2. Change of Freight Task

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

## 3. Conveying Vehicle Maintenance

You must maintain the Conveying Vehicle and any devices used to protect, secure or lift the Freight in a sound working condition. You must act with reasonable care in all circumstances within Your control by ensuring such Conveying Vehicle 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. Notification of Loss

When You suffer a loss claimable under this Policy, You, or anyone acting on Your behalf must also tell Us all the details of the loss. This information should be provided to Us with the issued consignment note, Freight invoice, correspondence with parties related to the Service and letter of demand from the Customer.

## 5. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy:

- a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or
- b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

## 6. 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 after which We will advise You of any adjustment to the original Annual Premium applicable for the expiring Period of Insurance. In the case of an increase You must pay Us that increase within 30 days of Our notification of such increase to You. The figures for the actual gross Freight earnings must be supplied to Us within 30 days of Our request to You and be certified by Your professional accountant or auditor. Any government taxes or duties applicable will be payable in addition to the original Annual Premium or annual adjustment.

No adjustment will be required to the original Annual Premium if:

- a. the original Annual Premium is \$1,000 or less; or
- b. the original Annual Premium is more than \$1,000 but less than \$20,000, and the actual gross Freight earnings vary by no more than 10% from Your estimate of gross Freight earnings,

in which event no certification will be required by Us and the original Annual Premium will be regarded as the agreed premium.

## 7. Admission of Liability

You must make no admission of liability or repudiate or settle a claim or take any action which may be considered to be an admission of liability without Our prior written consent. If You do, You will be in breach of Your Policy and We may refuse to pay Your claim.

Where the Insurance Contracts Act 1984 (Cth) applies, We may be entitled to reduce Our liability under the contract in respect of a claim, or, in certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into. If Your non-disclosure was fraudulent, We may also have the option of avoiding the contract from the beginning.

## 8. 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).

## 9. 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. Where You request cancellation, We will deduct a 10% cancellation fee. 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.

## 10. 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.

## 11. 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.

## 12. Change of Circumstances

During the Period of Insurance, You must give immediate written notice to Us of any change in circumstances from those which existed at the time this Your Policy of Insurance was accepted. We will not be liable for any claims after such a change, unless We previously agreed to the change in writing.

## 13. Law & Jurisdiction

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

## 14. 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.

## 15. 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.

## 16. 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.

## 17. Subrogation

Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984 (Cth) We shall be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever.

## 18. 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.

## 19. 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.

# General Claims Responsibilities That Apply To This Policy

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

1. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
2. not make any admission, offer, promise, payment or indemnity without Our written consent;
3. 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;
4. pay the Excess to Us at the time of lodgement of claim;
5. 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;
6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;

7. 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;
8. not make any false declaration or statement in support of any claim under Your Policy;
9. 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;
- 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.

- e. bloodstock, breeding, stud or prize animals or other animals (other than livestock);
- f. livestock, unless otherwise specified in Your Policy Schedule;
- g. any property owned by You (unless declared and accepted by Us and specified in Your Policy Schedule); and
- h. aircraft, helicopters, missiles and like Freight unless specified in Your Policy Schedule.

## 4. Dismantling Assembly Testing or Fabrication

Loss or damage to Freight arising out of dismantling, assembly, testing or fabrication of Freight.

## 5. Damage to Motor vehicles

Your legal liability to pay for loss of 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).

## 6. Weight

Your legal liability for loss or damage to the insured Freight caused by or arising out of:

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

unless You can prove that the overloading was Accidental and could not be reasonably known, detected and prevented by You.

## 7. Dimensions

Your legal liability for loss or damage to the insured Freight caused by or arising out of:

- a. the dimension of Freight; or
- b. the configuration of the Conveying Vehicle;

being greater than that permitted by law, regulation, permit or advisory sign, unless You can prove that the excess dimension or excess configuration was Accidental and could not be reasonably known, detected and prevented by You.

## 8. Licensing

Your legal liability for loss or damage caused by or arising out of the Conveying Vehicle carrying the Freight being driven by any person (including You) who is not licensed or authorised to drive the Conveying Vehicle 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.

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

Your legal liability for loss or damage caused by or arising out of the Conveying Vehicle carrying the Freight 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 Conveying Vehicle, 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 Conveying Vehicle; 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.

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 Conveying Vehicle 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 Conveying Vehicle was or would be driven by or in charge of a person so affected or so behaving.

# Exclusions Specific To All Sections Of This Policy

We **will not pay** for:

## 1. Asbestos

Loss or damage or liability 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 Freight resulting from:

- a. mechanical, electrical and/or electronic breakdown of or malfunction to the insured Freight;
- b. ordinary wear and tear or natural depreciation;
- c. delay;
- d. inherent vice or nature of the insured Freight;
- 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; or
- l. indirect loss.

## 3. Excluded Freight

Loss or damage to:

- a. bullion, precious stones, cash or securities, cigarettes or other tobacco based products, spirits, 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;



## 10. Out of Radius

Loss, damage or liability incurred or caused to Freight whilst Your Conveying Vehicle is being operated on an Out of Radius Journey provided that this Exclusion **will not** apply if 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 Freight carried by the Motor Vehicles as follows:

Bus	<b>\$500</b>
a. a rigid truck; b. a non articulated trailer; or c. a combined unit of both;	<b>\$3,000</b>
d. a prime mover; e. an articulated trailer; or f. a Combined Unit of both.	<b>\$5,000</b>

**‘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.

## 11. War

Loss, damage, liability or expense that is directly or indirectly caused by, contributed to by 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.

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

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

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

## 13. Terrorism

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- Terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

## 14. 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.

## 15. Avian Influenza and Infectious Disease

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

- Avian Influenza, including all virus sub-types;
- Bird Flu and/or Avian Flu;
- Any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae;
- the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise; or
- any losses caused by quarantinable disease listed in the Australian Quarantine Act 1908 (Cth) or similar.

## 16. Fraudulent, Wilful & Deliberate Acts

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

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

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

- contributes to; or
- results in,

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

## 17. Reckless Conduct

Any loss, damage, liability or expense incurred or caused by recklessness by You or any person acting on Your behalf or by reckless failure to comply with any statutory obligations, bylaws, regulations, industry codes of practice and recognised standards imposed by any public authority.

# Stamp Duty

Duty has been paid to the jurisdiction that officiates over Your policy.

## ACT

Stamp Duty Paid Under Stamp Act, 1894–1990

## SOUTH AUSTRALIA

Stamp Duty Paid Under Section 42A of Stamp Duties Act, 1923

## NEW SOUTH WALES

Duty Paid, Duties Act, 1997

## TASMANIA

Duty Paid, Duties Act, 2001

## NORTHERN TERRITORY

Duty Paid Under Northern Territory Taxation (Administration) Act

## VICTORIA

Duty Paid, Duties Act, 2000

## QUEENSLAND

Duty Paid, Duties Act, 2001

## WESTERN AUSTRALIA

Stamp Duty Paid Under Section 92 of Stamp Act, 1921



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National Transport Insurance

## CONTACT NTI

### National Office

Level 29, 400 George Street  
Brisbane QLD 4000  
PO Box 13550 George Street  
QLD 4003  
**T:** 07 3292 9800 **F:** 07 3292 9900

### Brisbane

Level 29, 400 George Street  
Brisbane QLD 4000  
PO Box 13550 George Street  
QLD 4003  
**T:** 07 3292 9800 **F:** 07 3292 9900  
**E:** brisbane@nti.com.au

### Sydney

Suite 2301, Level 23, Norwich House  
6-10 O'Connell Street  
Sydney NSW 2000  
GPO Box 2716 Sydney NSW 2000  
**T:** 02 9233 3433 **F:** 02 9233 3455  
**E:** sydney@nti.com.au

### Melbourne

Level 16, 440 Collins Street  
Melbourne VIC 3000  
PO Box 16040 Collins Street  
West Melbourne VIC 8007  
**T:** 03 9860 5688 **F:** 03 9860 5699  
**E:** melbourne@nti.com.au

### Adelaide

Unit 1, 53-57 Glen Osmond Rd  
Eastwood SA 5063  
PO Box 415 Fullarton SA 5063  
**T:** 08 8271 1166 **F:** 08 8271 1200  
**E:** adelaide@nti.com.au

### Perth

Level 18, 140 St Georges Tce  
Perth WA 6000  
PO Box Z5143 Perth WA 6000  
**T:** 08 9421 1190 **F:** 08 9421 1853  
**E:** perth@nti.com.au

### Launceston

Level 1, 37 George Street  
Launceston TAS 7250  
PO Box 867  
Launceston TAS 7250  
**T:** (03) 6331 6769 **F:** (03) 6334 6212  
**E:** launceston@nti.com.au

### Newcastle

1st Floor, Suite 15B, 50 Glebe Road  
The Junction NSW 2291  
PO Box 147 The Junction NSW 2291  
**T:** (02) 4935 6500 **F:** (02) 4935 6501  
**E:** newcastle@nti.com.au