

# Single Transit Insurance (within Australia)

## Product Disclosure Statement



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# 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 insurance provider with a global network of subsidiaries and offices. With about 55,000 employees, the Zurich Insurance Group delivers a wide range of general insurance and life insurance products and services for individuals, small businesses, and mid-sized and large companies, including multinational corporations, in more than 170 countries.

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.

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning *you* should refer to the Definitions section of this document from page 11 to obtain the full meaning of such terms.

## 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 1.3.1);
- defined events including fire, explosion, lightning or flood and theft (clause 1.3.2); or
- defined events including fire, explosion, lightning or flood but excluding theft (clause 1.3.3).

### For livestock

- *death* of livestock caused by accident or natural causes (clause 1.4.1); or
- *death* caused by defined events (clause 1.4.2).



## 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 13.

### Terms and conditions

Terms and conditions applicable to *your* policy set out *your* obligations with which *you* need to comply. Please refer from page 11.

*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 chose 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.

## 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.

## 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 proposal, which is 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 written changes advised by us in writing (such as an endorsement). These written 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.

## 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 against this policy, please refer to page 13 '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. 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, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 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 which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists you by contacting us.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Australian Financial Complaints Authority (AFCA). 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

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 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 <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 table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each clause for full details of coverage.

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	9
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	9
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	10
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	10
Additional cover: transits by sea	<ul style="list-style-type: none"> <li>• jettison</li> <li>• General Average sacrifice</li> <li>• 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</li> </ul>	10
Additional clauses	<ul style="list-style-type: none"> <li>• brands</li> <li>• removal of debris 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>	12

# 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 specified in the *schedule* caused by certain events. 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.

### 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 attachments and any clauses referred to in the *schedule*, 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, 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 Conveying vehicle

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

### 3.2 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.

### 3.3 Death

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

### 3.4 Expropriation

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

### 3.5 Goods

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

### 3.6 Insured, You, Your

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

### 3.7 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.

### 3.8 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.

### 3.9 Period of insurance

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

### 3.10 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.

### 3.11 Schedule

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

### 3.12 Terrorism

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

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

3.12.2 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.

### 3.12 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 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 be 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*; or
- 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.

## 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 written police report.

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

*You* must not authorise any repairs to the *goods* without our consent.

### 6.2 Claims settlement

In the event of a claim, we have the option of settling the loss 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 written 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 must give us any information or assistance we may require.

## 7. General conditions

### 7.1 Applicable legislation

To the extent that this policy covers risks governed by the Marine Insurance Act 1909 (Cth) the policy will be subject to the provisions of the Act. To the extent that this policy covers other risks it will be subject to the Insurance Contracts Act 1984 (Cth).

### 7.2 Australian law and jurisdiction

This policy is subject to Australian law and jurisdiction.

### 7.3 Notification of material change

*You* must notify us as soon as possible of any material change in the risk covered by this policy.

### 7.4 Plurals and titles

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

7.4.1 headings are descriptive only, not an aid to interpretation;

7.4.2 singular includes the plural, and vice versa; and

7.4.3 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.

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