



QBE Insurance (Australia) Limited

Cargo single transit inland

Marine insurance policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Contents

About this booklet	4
About QBE	4
Important Information	4
Duty of disclosure	4
General Insurance Code of Practice	4
Privacy	5
Complaints	5
Financial Claims Scheme	5
Policy Wording	6
1. Definitions	6
2. The transit (Duration clause)	7
3. What you are covered for	7
4. Cover A: Accidental damage	7
5. Cover B: Specific events	8
6. Valuing your insured goods	8
7. What we will pay	8
8. What you must pay if you make a claim	9
9. Automatic cover extensions	9
10. General exclusions (applicable to all sections)	10
11. General conditions	11
12. Claims	11

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your financial services provider.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- QBE by sending an email to marineclaims@qbe.com

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty of disclosure

Before you enter into an insurance contract, you have a duty, under both the *Insurance Contracts Act 1984* (Cth) and the *Marine Insurance Act 1909* (Cth), to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

Where the *Marine Insurance Act 1909* (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the Policy from its beginning.

Where the *Insurance Contracts Act 1984* (Cth) applies:

If you do not tell us anything you are required to, we may cancel your Policy 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.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customer-care@qbe.com or on 1300 650 503.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customer-care@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement with you

Where we agree to insure you based on the information provided in your application, we issue a Policy Schedule confirming cover.

The information contained in the Policy Schedule sets out information specific to you such as the cover we have agreed to provide and the Policy sums insured and limits of liability.

Our agreement with you (the Policy) will comprise of this Policy wording, the Policy Schedule and any endorsements we issue. They should be read together and kept in a safe place.

Where we have agreed to enter into a Policy with you and subject to the terms, conditions and exclusions of the Policy:

- (a) we agree to provide you with the insurance cover set out in the Policy Schedule, subject to your payment of or agreement to pay the premium;
- (b) the insurance cover is in force for the nominated transit set out in the Policy Schedule;
- (c) we will cover you for loss or damage occurring to the goods caused by an insured event during the nominated transit;
- (d) we will not pay any more than the sum insured and/or sub-limits shown in either the Policy Schedule or this Policy unless we have stated otherwise.

1. Definitions

When used in this Policy, the following word means:

Word or term	Meaning
Accident	any occurrence or event which arises during transportation and results in loss or damage to the goods which is unintended and could not have been expected by a reasonable person who has actual knowledge of the goods or the means of transportation.
Conveyance	any road, rail, ship, vessel, aircraft or registered postal service used to transport the goods as specified in the Policy Schedule. This includes a trailer when attached to a registered road vehicle.
Excess	the amount you must pay towards a claim, as specified in the Policy Schedule.
Insured event	the cause of loss or destruction of or damage to your goods in accordance with the level cover specified in your Policy Schedule.
General average	means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property on board a sea going vessel at risk at a time of peril in a common maritime adventure.
Goods	the goods that are specified as the interest insured in the Policy Schedule.

Word or term	Meaning
Policy	this Policy wording, the Policy Schedule and any endorsements we issue to you which amend this Policy wording or the Policy Schedule.
Policy Schedule	the most recent document we give you. We give you a Policy Schedule when you: <ul style="list-style-type: none"> • first buy the Policy from us; or • change any part of the Policy or any personal details relevant to it.
Period of insurance	the period for which the cover under your Policy is in force. You will find this period of insurance in the Policy Schedule.
Premium	the amount you pay for the insurance provided by this Policy.
Reinstatement	where property is lost or destroyed the replacement cost of similar property in a condition equal to, but not better or more extensive than its condition at the time of loss. Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than its condition at the time of loss.
Removal of debris/clean-up costs	we will pay the reasonable costs of removal and disposal of damaged goods or dead livestock, including the cost of cleaning the accident site, but excluding any expense or liability incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant beyond the road surface at the accident site.
Packaging	packing materials, crates, pallets, or similar items belonging to you or for which you are responsible.
Terrorism	any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
You, your, yours	the person(s), companies or firms named in the current Policy Schedule as the insured.

2. The transit (Duration clause)

Goods other than livestock and motor vehicles/mobile machinery

During the period of insurance:

- cover commences from the time the goods are picked up inside the warehouse/premises or place of storage for loading on to the conveying vehicle;
- cover terminates when the goods are placed and/or positioned inside the receiver's or other designated warehouse or premises.

Livestock

During the period of insurance:

- cover commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- cover terminates when the livestock exit the loading ramp adjacent to the conveying vehicle at the receiver's or other designated warehouse or premises.

Motor vehicles/mobile machinery

During the period of insurance:

- cover commences when the motor vehicle/mobile machinery's wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- cover ceases when the motor vehicle/mobile machinery is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

The cover granted under this transit clause is subject to:

- the conveying vehicle departing for its destination within 72 hours of the commencement of loading. If this period is exceeded cover ceases after 72 hours and recommences when the conveying vehicle actually departs for its destination;
- the placement or positioning of the goods within the warehouse or premises must be:
 - directly associated with the transit; and
 - completed within 72 hours of the conveying vehicles arrival.

We don't provide cover during dismantling, re-assembly or testing of insured goods.

3. What you are covered for

3.1 The cover

We cover you against loss or destruction of or damage to goods specified in the Policy Schedule.

The Policy only applies to the nominated voyage specified in the Policy Schedule and for insured events listed in the level of cover that is noted on your Policy Schedule.

3.2 Further cover that automatically applies

In relation to transit by sea, the goods are also covered against each of the following:

- loss, destruction of, or damage to goods or livestock caused by jettison;
- loss incurred as a result of general average sacrifice;
- 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.

4. Cover A: Accidental damage

If the Policy Schedule indicates that accidental damage cover applies, the goods are covered for the following insured events, subject to the exclusions and general conditions listed in Sections 10 and 11:

4.1 All goods – excluding refrigerated goods and livestock

This Policy covers accidental loss of or damage to the goods or by the deliberate act of a third party, during transit.

4.2 Refrigerated goods

Where the interest insured include refrigerated goods this Policy excludes loss or damage resulting from any variation in temperature howsoever caused, unless the variation in temperature is directly caused by:

- an event listed in 'Cover B: Specific events';
- accidental failure, breakdown, stoppage, malfunction or mismanagement (including the incorrect setting of the refrigeration units temperature control) of refrigerating machinery resulting in its failure to perform its normal or intended refrigeration cycle for at least four consecutive hours or the number of hours specified in the Policy Schedule.

4.3 Livestock

This Policy covers death and/or mortality of livestock caused by an accident or by natural causes during transit, provided that:

- the animals are in a good state of health prior to loading; and
- the animals are fit for travel.

Cover is extended to include the risks of humane killing of livestock when necessary as a result of an accident or natural causes during transit.

5. Cover B: Specific events

If the Policy Schedule indicates that specific events applies, the goods are covered against:

- loss, destruction of or damage to goods;
- death (or slaughter for humane reasons following injury) of livestock;

caused by any of the following events:

- (a) fire or explosion;
- (b) lightning, hail or flood;
- (c) collision of the conveyance with an external object, or of the goods while on a land conveyance carrying them with something not on or part of that conveyance;
- (d) hijack or armed hold up of the conveyance;
- (e) overturning, jack-knifing or derailment of the conveyance;
- (f) grounding, sinking, stranding or capsizing of the oversea vessel;
- (g) crashing or forced landing of the aircraft;
- (h) discharge from the vessel at a port of distress.

Where refrigerated goods are specified in the Policy Schedule, cover is extended to include deterioration of the goods following an insured event specified above.

6. Valuing your insured goods

This Policy is an 'Agreed value' Policy, whereby the limit of liability shown in the Policy Schedule is fixed between us and you, and conclusive of the insurable value of the goods.

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.

7. What we will pay

7.1 How we calculate your claim

- (a) Total loss (actual or constructive)

Claims are settled for the agreed value.

- (b) Partial loss or damage

Where there is a partial loss or damage to the goods, unless otherwise specified in this Policy, claims are settled as follows:

- (i) the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage; or
- (ii) the invoice value covering the goods whilst in transit (including freight); or
- (iii) if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition or as near as possible to that age and condition;
- (iv) in the case of movement of return goods (inwards or outwards), stock transfers, and movement of goods other than for the reason of purchase or sale, we will pay the replacement cost or, if not available, as near as possible to the same make, model and specifications as is available.

- (c) The sub-limits specified in the Automatic cover extension under Section 9 are inclusive of the limit of liability specified in your Policy Schedule unless otherwise specified.

We will settle your claim by payment, repair, reinstatement or replacement.

In no case will we pay more than the limit of liability specified in your Policy Schedule.

It may be that we do not consider the loss or damage is covered by this Policy. Whatever our decision, we will write to you and clearly explain our reasons.

7.2 Brands/labels

In the event of loss or damage of goods bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by you to dispose of as you see fit, provided a reasonable allowance is agreed for the value of the damaged and undamaged goods.

Where only the labels of the goods are affected by the insured event, the amount payable by us is limited to the reasonable cost of reconditioning and relabelling, subject to our liability not exceeding the sum insured as detailed in your Policy Schedule.

7.3 Compensation from other parties (waiver of rights)

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you will not hold them responsible then, to the extent we've been prejudiced by this act, we will not cover you for that loss, damage or liability.

7.4 Limit of liability

The most we will pay in respect of any one loss or series of losses caused by the one event is the limit of liability specified in the Policy Schedule. This includes amounts we pay for automatic cover extensions.

However, we will pay for the following automatic cover extensions in addition to the limit of liability, up to the following amounts:

- (a) 9.5 Packaging and shipping containers - \$75,000;
- (b) 9.9 Removal of debris/clean-up costs - \$75,000.

7.5 Minimising losses

In addition to your claim for loss or damage, we will also reimburse you for any charges properly and reasonably incurred by you in taking such measures as would be reasonable for the purpose of averting or minimising any loss recoverable under this Policy.

7.6 Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

7.7 Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

7.8 Replacement and repair of machinery

In the event of loss or damage to any part(s) of an insured machine consisting of more than one part, cover under this Policy shall not exceed the cost of replacement or repair of the part(s) plus labour and re-fitting and freight costs. Our limit of liability will not exceed the agreed value of the machine or manufactured item.

7.9 Sorting charges

Where, following an incident that is recoverable under this Policy, our surveyor requires or recommends that packages and/or damaged goods be sorted in order to ascertain or assess the nature and/or extent of loss and/or damage, expenses arising from such sorting shall be recoverable hereunder notwithstanding that a claim for such loss or damage is not ultimately made by you.

7.10 Underinsurance

We require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with this Policy, which takes into account the degree of underinsurance.

7.11 Used machinery and plant

In the event of loss or damage to machinery and plant greater than five years old, cover under this Policy will be restricted to the cost of reinstatement.

8. What you must pay if you make a claim

8.1 Excess

For claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule. If more than one excess is payable under this Policy for any claim or series of claims arising from the one event, you must pay the highest excess, but you pay only one excess.

No excess will be payable by you in respect of any claim that would have been recoverable by a peril insured by 'Cover B: Specific events', had it been applicable.

9. Automatic cover extensions

The following extensions automatically apply to this Policy as applicable and you suffer a loss covered by the extension.

9.1 Delayed unpacking

We will cover loss or damage covered by this Policy that is not immediately apparent at the time of arrival providing:

- (a) the damage is discovered within 90 days of arrival; and
- (b) any packages bearing outward signs of loss or damage including wetting and/or staining at the time of arrival are opened and inspected immediately.

9.2 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 the insured value of the goods (calculated according to 'Clause 6: Valuing your insured 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.

9.3 Livestock (only when specified in the Policy Schedule)

Agistment expenses

- We will pay all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.
- Subject to a limit of \$500 per animal and \$50,000 in the aggregate for any one loss or series of losses caused by the one event.

Mustering costs

- We will pay all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.
- Subject to a limit of \$500 per animal and \$50,000 in total for any one loss or series of losses caused by the one event.

Wandering off clause

- This Policy covers loss of animals due to 'wandering off' from the scene of an accident caused by an insured event.
- Subject to a limit of \$50,000 any one loss or series of losses caused by the one event.

9.4 Overcarried goods

Should the goods be over-carried to a different destination, this Policy covers the goods until returned to the original destination.

9.5 Packaging and shipping containers

This Policy is extended to cover your responsibility for:

- (a) accidental loss of or damage to packaging and shipping containers while carried in transit; and
- (b) demurrage charges for late return of shipping containers when we ask you to retain containers for our inspection following a claim.

Subject to a limit of \$75,000 unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

9.6 Packers' premises

The goods are covered from the time of leaving the supplier's warehouse while in transit to the packer's warehouse. Cover remains in force while at the packer's warehouses and thereafter while in transit to final destination.

9.7 Pollution hazard

We will also cover loss of or damage to the goods caused by government authorities acting in the public interest to prevent or to mitigate a pollution hazard or threat of a pollution hazard following an event insured under this Policy.

9.8 Refused goods

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

9.9 Removal of debris/clean-up costs

This Policy is extended to cover all reasonable costs and expenses incurred in unloading, removing and disposing of goods that have been damaged by an insured event as well as clean-up of the accident site.

Subject to a limit of \$75,000 unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

9.10 Resecuring of goods

This Policy is extended to cover all reasonable costs and expenses incurred in resecuring the goods where there has been movement of the goods in transit, which makes resecuring necessary. This cover applies even though there may be no claim resulting from the incident provided these circumstances were outside your control and you could not be reasonably expected to have knowledge of them in the normal course of your business.

Subject to a limit of \$5,000 unless otherwise specified in the Policy Schedule.

10. General exclusions (applicable to all sections)

This Policy does not cover loss of, or damage to, the goods or liability or expense caused by any of the following:

10.1 Communicable diseases

This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- (a) as used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - (iii) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

10.2 Consequential loss/delay

Loss of market and loss arising from delay or consequential loss of any description even if consequent upon the happening of an insured event.

10.3 Cyber

The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

10.4 Electrical, mechanical and electronic failure

Electrical or mechanical failure of the insured goods where there is no external visible evidence of damage from an insured event.

10.5 Expropriation

The lawful seizure, confiscation, nationalisation or requisition of the insured goods.

10.6 Inherent vice

Ordinary leakage, ordinary loss in weight or volume or inherent vice of the goods.

This exclusion does not apply to deterioration of refrigerated goods due to variation in temperature as provided by the insured events detailed in Clauses 4 and 5.

10.7 Insolvency of carrier

Expense arising from the insolvency or financial default of the carrier other than as provided by clause 9.2.

10.8 Insufficiency or unsuitability of packing

From insufficiency or unsuitability of packing or preparation of the goods ('packing' shall include stowage, or restraint of the goods on your vehicle) except where:

- (a) cover is provided under the Refrigerated Goods section 4.2(b); or
- (b) carried out by a party other than you and occurred entirely without your knowledge; or
- (c) carried out by you and you can demonstrate that there was no lack of due care on your part and you were not aware that the packaging was insufficient in nature.

10.9 Labour shortage

The absence, shortage or withholding of labour of any description resulting from any strike, lockout, labour disturbance, riot or civil commotion.

10.10 Livestock

To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay.

10.11 Pre-existing damage

Loss or damage that existed or occurred prior to the commencement of the insured transit.

10.12 Rust/oxidisation/discolouration

Rust, oxidisation and/or discolouration unless caused by an insured event.

10.13 Radioactive contamination

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

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. 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;
- (e) any chemical, biological, bio-chemical and electromagnetic weapons.

10.14 Terrorism

Terrorism, and/or steps taken to prevent, suppress, control or reduce the consequences 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 goods are in transit.

10.15 War

War, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority unless the insured goods are in transit aboard a sea conveyance.

10.16 Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

10.17 Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

11. General conditions

11.1 Due diligence

You must take all reasonable care to prevent loss, destruction, expense or damage covered by this Policy.

11.2 Changing your Policy

If you want to make a change to this Policy, the change becomes effective when we agree to it in writing. If you do or omit to do something which materially changes the risk, as disclosed at the commencement of this Policy or in your Policy Schedule that increases the chances of future loss, you must give us notice in writing as soon as possible.

If you do not give us notice, we will only cover you to the extent we would have agreed to cover you had you told us about the change.

11.3 Cancelling your Policy

11.3.1 How you may cancel this Policy

You may cancel this Policy prior to the insured transit taking place by telling us in writing that you want to cancel it. You cannot cancel this Policy once the insured transit has commenced.

If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

11.3.2 How we may cancel this Policy

We may cancel this Policy only when permitted to do so by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing (including electronically).

11.3.3 Premium

Provided the Policy is cancelled prior the insured transit taking place, we will refund to you the premium. The amount of the premium we refund to you will be less any non-refundable government fees, duties or charges.

11.4 Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

11.5 Jurisdiction and law and practice

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia.

This Policy is subject to the *Insurance Contracts Act 1984* (Cth) and may be subject to the *Marine Insurance Act 1909* (Cth).

11.6 Headings

The headings and titles of paragraphs in the Policy are included for descriptive purposes only and do not form part of this Policy for the purposes of its construction or interpretation, except for the headings contained in 'Definitions' (Clause 1) of this Policy.

11.7 References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

12. Claims

12.1 What you must do

If there is any loss or damage which may result in a claim under this Policy, you must take the following steps:

Immediate action

- (a) Take all reasonable measures to avoid or minimise any loss, damage or expense (we will pay the reasonable and necessary cost of doing this, see clause 7.5);
- (b) take all reasonable measures to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
- (c) inform the Police as soon as possible after a theft is discovered.

Notification

Inform us of the event as soon as possible,

- (a) complete our claim form and any other form we ask you to complete and send it to the claims department at any of our offices. Our claim form is available from your financial services provider or you may download it from our website at www.qbe.com.au
- (b) send to us all correspondence and documents relating to the event;
- (c) provide or arrange for us to be provided with invoices, statements and other documents evidencing the amount of the loss.

12.2 Claims documentation

To enable claims to be dealt with promptly, you are advised to submit all available supporting documents without delay, including, where applicable:

- (a) original consignment note or other contract of carriage;
- (b) original or copy shipping invoices, shipping specifications, weight notes, separate sales invoice or other document evidencing value;
- (c) survey report or other documentary evidence to show the extent of the loss or damage;
- (d) delivery docket and weight notes at final destination;
- (e) correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Note:

Failure to comply with the above conditions concerning claims procedures and documentation may prejudice your claim under the Policy.

12.3 When others may be liable

When other parties may be liable to you for the loss, damage or liability, you must:

- (a) not agree to release those parties from liability;
- (b) hold the parties liable by delivering a notice of intention to claim within three days of delivery;
- (c) in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.

When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official.

If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.

If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery. Inform us of the circumstances and let us have a copy of all relevant documents.

Measures taken by you or us with the object of saving, protecting or recovering the goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

12.4 How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

12.5 Apportionment of recoveries

Where a recovery is obtained from a carrier or other third party, such recovery will be apportioned between you and us in the same proportion as we have each borne such loss.

12.6 Fraud

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

12.7 How the Goods and Services Tax (GST) affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay. When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time. Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

