

AM&T

A Company of **Allianz** 



CARRIERS INSURANCE PACKAGE

POLICY DOCUMENT
AUSTRALIAN MARKET

REST EASY. OUR KNOWLEDGE RUNS DEEP.

AM&T is a leading specialist in marine and transit insurance.

The team at AM&T are the trusted experts in Australia and New Zealand when it comes to the sometimes complex world of marine and transit insurance.

At AM&T, we provide specialist knowledge, superior service and support, all with the security of knowing your policy is backed by the global strength of Allianz.



Table of contents

	Page		Page
Introduction and important notices	3	Section 2 and 3 covers	14
Introduction	3	Loss of or damage to Goods cover under Sections 2 and 3	14
About AM&T and Allianz	3	Liability Defence costs cover	14
Our contract with You	3	Consequential Loss of owner of Goods cover	14
Parties entitled to cover	3	Additional benefits cover	14
Understanding Your Policy and its important terms and conditions	4	Where cover is available under more than one section	14
Applying for cover	5	Section 2 Insured Events	14
Renewal procedure	5	Section 3 Insured Events	15
Contact for assistance or confirmation of cover	5	Standard	15
Your Duty of Disclosure	5	Optional	15
Alteration of Risk	6	Basis of Settlement under Sections 2 and 3	15
Premium	6	Additional benefits (Applicable to all Sections unless otherwise noted)	16
Non payment of Premium by instalments		Accumulation	16
– Right to refuse a claim and/or cancel Your Policy	6	Acquired Companies Clause	16
Instalment Premium service fee	6	Automatic reinstatement	17
How to make a claim	6	Brands Clause	17
Cancellation	6	Business and driver property	17
Privacy notice	7	Container demurrage charges	17
General Insurance Code of Practice	7	Debris Removal/Clean Up Costs Clause	17
Complaints – Internal and external complaints	8	Fumigation and decontamination	17
If this insurance has been issued through an insurance intermediary	8	General Average and Salvage Clause	17
Financial Claims Scheme	8	Livestock – Agistment expenses	17
Words with special meaning	9	Livestock – Mustering costs	18
Section 1 – Carrier’s legal liability for Goods carried	12	Livestock – “Wandering off”	18
Carriers using approved Terms and Conditions	12	Measures to avert or minimise loss	18
What We cover under this Section	12	On Forwarding Clause	18
Where You choose not to use or deliberately vary the approved Terms and Conditions	13	Packaging and equipment	18
Accidental error in issuing approved Terms and Conditions	13	Resecuring costs	18
		Transport outside Geographical Limits	18
		Our rights in relations to settlement under Sections 1, 2, and 3	19
		General exclusions applicable to all Sections	19
		Property (Goods) exclusions	19
		Perils exclusions	20
		Offer of Insurance	21

	Page
General conditions applicable to all Sections	22
Applicable law	22
Alteration of risk	22
Breach of condition	22
Cross liability	22
Declaration of Gross Freight Earnings	22
Due Care	23
GST notice	23
Interests of other parties	23
Other insurance	23
Pairs and sets	24
Prohibited cover or payments	24
Subrogation/Rights of recovery	24
Waiver of subrogation rights	24
Claims procedure	24

Introduction and important notices

Introduction

Welcome and thank You for choosing Our Carriers Insurance Package Policy.

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

About AM&T and Allianz

The insurer is Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing new product developments and a wide range of risk management services globally.

In the Policy document We refer to Allianz Australia Limited as "We", "Us", "Our" and "Allianz".

AM&T (Allianz Marine & Transit Underwriting Agency Pty Limited ABN 98 155 554 279, AFS Representative No. 423910 of Level 12, 80 Mount Street, North Sydney NSW 2060) is an Australian organisation specialising in Cargo, Commercial Hull and Marine Liability insurance. AM&T have been given a "binding" authority by Allianz to issue, vary and dispose of this insurance and settle claims as agents of Allianz as if they were Allianz the insurer.

Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of "You" for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- the relevant Schedule issued by Us to You. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions that amend the standard terms of this document. Only those sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference. When You enter into the Policy You confirm and warrant that You have read or will read the Policy documents when provided to You. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the relevant Schedule, which You should carefully read and retain.

We reserve the right to change the terms of the Policy where permitted to do so by law.

We cover You in accordance with the insurance as described in the Policy, for the Period of Insurance shown on the Schedule and for any subsequent period where renewal may be agreed. The maximum amount We will pay under the Policy will not exceed the Sum Insured shown on the Schedule unless otherwise specified in the Policy.

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

Parties entitled to cover

We only cover those parties shown in the Schedule unless otherwise stated in the Policy as being a person or entity entitled to cover.

The Policy is intended to indemnify You for Your responsibility for any covered loss or damage to Goods which You are transporting for Your Customers. It does not provide insurance for any other party including Your Customers, Principals or Subcontractors.

The Policy does not entitle You to provide any financial service (including insurance) as defined in section 766B of the Corporations Act 2001 (Cth)) for the benefit of any other party; or to represent to Your Customer that You are able to arrange insurance for their benefit.

Under the terms of the FSRA, unless You hold an Australian Financial Services Licence (AFS Licence) with appropriate authorisations, or have been appointed as an Authorised Representative of an AFS Licencee, You must not advise any other party that:

- they do not need to insure their Goods because You have insurance in place; or
- You can arrange insurance on their behalf.

You may be in breach of the law if You sell, organise or arrange insurance on someone else's behalf. Any advice or recommendation You give about an insurance product may also cause You to be in breach of the law. Substantial penalties can be imposed in the event of a breach.

Understanding Your Policy and its important terms and conditions

You need to decide if this insurance is right for You and to do that You need to carefully read:

- about each of the available types of cover and benefits and exclusions in the relevant Sections One, Two and Three (the standard cover provided under each section can be affected by the following);
- the rest of this "Introduction and important notices" section – this sets out how You apply for cover, the basis on which We insure You, the Duty of Disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Words with special meaning" section – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "General exclusions applicable to all sections" section – this sets out the general exclusions and limits that apply to all covers and benefits;
- the "General conditions applicable to all sections" and "Claims procedure" sections – these set out certain general rights and obligations that You and We have;
- all of the documents that make up the Policy, including the Schedule and any Endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect the cover.

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

The Policy is made up of the three sections summarised below. Each of these sections provides a different type of cover. You select the sections that You require based on Your contract situations and business requirements in the Proposal You submit to Us:

- **Section 1 – Carrier's Legal Liability for Goods Carried**
This section is available where You limit Your liability by incorporating Approved Terms and Conditions into Your contract of carriage. It covers Your legal liability to pay certain compensation for loss of or damage to Goods whilst in Your Conveying Vehicle or Your premises and during Transit (subject to other relevant criteria). It also covers Your liability for certain Consequential Loss incurred by the owner of the Goods caused solely by the covered loss or damage and provides some other Additional covers.
- **Section 2 – Accidental Damage Cover**
This section covers You for Accidental loss of or damage to covered Goods whilst in Your Conveying Vehicle or Your premises occurring during Transit irrespective of Your legal liability or contract terms (subject to other relevant criteria).
- **Section 3 – Specified Perils Cover**
This section covers You for loss of or damage to covered Goods whilst in Your Conveying Vehicle or Your premises occurring during Transit caused by a defined Insured Event irrespective of Your legal liability or contract terms (subject to other relevant criteria).

A Liability Defence costs cover is provided under Sections 2 and 3 where You choose to decline liability under Your conditions of carriage in relation to a claim by a Customer for loss of or damage to Goods that would be covered by Section 2 or 3 (as applicable). Both sections also cover Your liability for certain Consequential Loss incurred by the owner of the Goods caused solely by the covered loss or damage and provides some other Additional covers.

Cover is only provided in relation to events occurring during the Period of Insurance and within the Geographical Limits.

You are not automatically insured under each section. You are only insured for the covers You request and which We agree to and note as applicable in the Schedule.

If You have cover for the same Goods under any two, or all three Sections of the Policy, You may elect which Section You wish to claim under but You cannot claim in relation to the same loss under more than one Policy section. We will not be liable for any one loss or series of losses arising from the same event in excess of the Sum Insured for the section claimed against.

Please note that the above is a limited summary only and not a full description of the covers. You need to read the cover sections and the Policy in full to properly understand the cover. Each cover noted is subject to terms, conditions,

exclusions and limitations (including the General Conditions and General Exclusions) not listed in this summary and which may be contained in the documents that make up the Policy.

Applying for cover

When You apply by completing Our application process You need to provide the information We require to determine whether to issue a policy and if so, on what terms, including (to the extent they are optional):

- the covers and benefits You want (including the property You wish to cover);
- the limits You want;
- the period of cover You want;
- whether You want any third parties to be noted as having an interest;
- the Excesses that You agree to contribute for certain claims;
- whether any standard terms need to be varied (this may be by way of an Endorsement).

Where We agree to issue a Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us the premium for the cover provided;
- of the verbal and/or written information provided by You which must have given in accordance with Your Duty of Disclosure.

If You fail to comply with Your Duty of Disclosure or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel the Policy. If You have told Us something which is fraudulent, We also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading 'Your Duty of Disclosure' on page 5.

Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms. This also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the Sum Insured amounts to ensure the levels of cover are appropriate for You and that the covers selected suit Your needs, allowing for any changes in Your Customer base, types of Goods handled, or contracts You have entered into since the Policy was originally taken out. You should also ensure that You communicate any changes to Your Terms and Conditions to Us.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

Please note that You need to comply with Your Duty of Disclosure (see page 5) before each renewal. In particular, You must inform Us regarding any changes to the Goods being shipped, radius of Transit, contracts or Customers, or Gross Freight Earnings.

Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy or, if You have any other queries, please contact Us via the details on the back cover.

Your Duty of Disclosure

Before entering into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (as applicable) to disclose to Us every matter which:

- You know; or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

Where the Insurance Contracts Act applies

Where the Insurance Contracts Act applies, if:

- You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both;
- Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Where the Marine Insurance Act 1909 applies

Where the Marine Insurance Act 1909 applies, if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

Who must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

Alteration of risk

Where the Insurance Contracts Act applies

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the insured Goods carried) in a way that would increase the risk of loss or damage occurring You must notify Us immediately in writing. If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

Where the Marine Insurance Act applies

You must give Us immediate notice in writing if there is any material change in the circumstances or nature of the risks covered by the Policy, or no claim arising after the change shall be payable unless We have agreed to the change in writing.

Premium

Your premium – the base premium We charge is calculated based on a number of factors such as:

- type of Goods to be carried, where the Goods are to be transported to and from, the Gross Freight Earnings of Your business, the cover and Sum Insured required, Your insurance history etc;
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

Minimum premiums may apply. When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay the premium We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

Non payment of Premium by instalments – Right to refuse a claim and/or cancel Your Policy

Where You pay Your premium by instalments, You must ensure that they are paid on time. If an instalment has remained unpaid for a period of at least fourteen (14) days, We may refuse to pay a claim and may also cancel the Policy.

Instalment Premium service fee

In some cases a service fee will apply where You select to pay Your Premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

How to make a claim

If You need to make a claim under the Policy, please refer to the "Claims procedure" section (page 24).

Cancellation

- a) You may cancel the Policy at any time by notifying Us in writing.
- b) We have the right to cancel the Policy where permitted by law.

Where the Marine Insurance Act 1909 applies, We may cancel the Policy by giving 30 days notice in the event of any non-payment of the premium or for any other reason available at law.

Where the Insurance Contracts Act 1984 applies We can cancel the Policy in accordance with that Act, including where:

- You failed to comply with the duty of the utmost good faith;
 - You failed to comply with Your Duty of Disclosure; or
 - You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
 - You have failed to comply with a provision of the Policy, including payment of premium; or
 - You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.
- c) If We decide to cancel Your Policy We will give written notice to You personally or by post to Your last known address, or Your intermediary. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date. A posted notice is deemed given to You at the time it would have been delivered in the normal course of the postal service.
 - d) In the event that You or Us cancel the Policy, We may elect to apply the minimum premium provision set

out in the Declaration of Gross Freight Earnings clause (on page 22) or deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured, no return of premium will be made for any unused portion of the premium. Where We have charged a minimum and deposit premium (as explained in the Declaration of Gross Freight Earnings clause), the amount repayable to You may be adjusted based on the correct full premium payable, allowing for actual Gross Freight Earnings for the time on risk.

- e) If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the premium funding company in accordance with the provisions set out above.

Privacy notice

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to our website's Privacy section at www.allianz.com.au.

Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

Complaints – Internal and external complaints

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To request a copy of our procedures, use our contact details on the back cover. If you are not satisfied with our response or a decision is not reached within 45 days, you may lodge a complaint with an external dispute resolution scheme which is independent and free to you (subject to it falling within its relevant terms and rules) as follows:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001.

If this insurance has been issued through an insurance intermediary

If the Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent.

If the Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. You can ask them or Us for more information.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

Words with special meaning

Accident and/or **Accidental** means an event or occurrence that You did not intend or expect to happen or could not have been expected to happen by a reasonable person with actual knowledge of the Goods and/or method of transport.

Approved Terms and Conditions has the meaning set out in Section 1.

Conveying Vehicle means any mode of transport used by You to transport the Goods whether owned by You or a Subcontractor.

Consequential Loss means:

- a) loss of profit incurred;
- b) increased costs incurred to avoid or minimise a loss of profit; and/or
- c) any other special costs incurred;

by Your Customer as the direct consequence of loss or damage to Goods during Transit or where use of the Goods has been impaired or made impossible as a result of loss or damage during Transit.

Customer means the entity for which You provide Your services.

Deliberate Third Party Act means the deliberate act of any party other than You which was committed without Your knowledge or connivance provided this has not resulted from Your lack of due diligence.

This includes deliberate damage by Federal, State or Local authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Insured Event.

Due Care means the exercising by You of appropriate levels of prudence and caution in:

- the selection of, and provision of handling instructions to, third party transport service providers/contractors;
- the selection of packaging appropriate to protect the Goods where this is organised by You;
- the handling, storage and movement of Goods by You including:
 - (i) security measures to protect the Goods against theft where appropriate based on the nature of the Goods whilst either in Your Conveying Vehicle or whilst temporarily removed from the Conveying Vehicle;
 - (ii) the maintenance of Your Conveying Vehicles (including refrigeration machinery and security devices) in proper repair and sound working conditions;

- (iii) the employment of competent drivers and other employees involved in transport or handling of Goods; and
- (iv) the compliance with all statutory obligations, by-laws, regulations and standards imposed by public authorities.

Endorsement means documentary evidence of an alteration to the Policy which forms part of the Policy.

Excess means the amount payable by You for each and every loss recoverable under the Policy as specified in the Schedule. Where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each separate occurrence.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

General Average means the maritime legal principle by which, should the shipowner, one or more cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.

Geographical Limits means the geographical area of operation specified in the Schedule, but always limited to Transits starting and terminating within Australia including, where applicable, sea voyages within Australian Territorial waters between Australian ports or places.

Goods means Customer Property of any type other than the types listed under the Property (Goods) Exclusions listed on page 19 of the Policy.

Insured Event means an event/peril shown under the individual Section heading (if applicable) for which cover is available under that Section. Any one event or a series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions is treated as one Insured Event.

Livestock means sheep, cattle, goats and pigs and/or other herd animals as identified in the Policy but excluding horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals.

Gross Freight Earnings means the total income derived by You (including fees, charges and commissions but excluding GST) from the carrying of Goods, whether as a Principal, Subcontractor or through or by the use of Subcontractors without any deduction for any cost of operation, fixed recurring or isolated overhead, or any other expenses of any kind.

Loading and Unloading means loading or unloading of the Goods as specified below:

a) **In relation to the loading or unloading of Goods which do not fall under any of the types or circumstances mentioned in b) to d) below:**

Loading commences when the Goods are first picked up by You or Your employees or subcontractors inside the warehouse/premises or place of storage for the purposes of Loading onto the Conveying Vehicle and terminates when the Goods have been placed on the Conveying Vehicle.

Unloading commences when the Goods are picked up from the Conveying Vehicle for the purposes of delivery to the receiver and terminates when the Goods are placed by You or Your employees or subcontractors at the designated delivery point at the receiver's warehouse/premises or place of storage.

b) **Where the Goods are loaded or unloaded by crane:**

Loading commences when the Goods are attached to and picked up by Your crane hook, or one which is controlled by You or Your employees or subcontractors for the purposes of Loading the consignment onto the Conveying Vehicle at the consignor's warehouse/premises or place of storage and terminates when the Goods have been positioned on the Conveying Vehicle.

Unloading commences when the Goods are picked up by Your crane hook or one which is controlled by You or Your employees or subcontractors for the purposes of Unloading the Goods from the Conveying Vehicle and terminates when the Goods are placed by You or Your employees or subcontractors at the designated delivery point at the receiver's warehouse/premises or place of storage.

c) **Where the Goods being loaded or unloaded are Livestock:**

Loading 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 and terminates when the Livestock have been positioned on the Conveying Vehicle.

Unloading commences when the Livestock proceed on to the loading ramp and terminates when the Livestock are positioned on the ground or loading dock adjacent to the Conveying Vehicle.

d) **Where the Goods being loaded or unloaded are motor vehicles:**

Loading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purposes of being driven onto the loading ramps of the Conveying Vehicle from the ground or loading dock adjacent to the Conveying Vehicle or from the point where the vehicle is currently parked provided that the distance driven to the Conveying vehicle does not exceed 100 metres and terminates when the motor vehicle(s) being transported have been positioned on the Conveying Vehicle.

Unloading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purpose of delivery (or for the purposes of being placed into storage at the election of Your Customer) and terminates when the vehicle being carried is parked by You or Your employees or subcontractor in the receiver's premises or in the loading dock, provided this is within 100 metres of the Conveying Vehicle, or alternatively, once the motor vehicle's wheels or tracks are driven off the Conveying Vehicle and are on the road or loading dock immediately adjacent to the Conveying Vehicle.

Note: where a tilt tray vehicle is used to transport the Goods the above motor vehicle Loading/Unloading definition will also apply.

Overturning means inversion, laying at rest upon the side (which shall not include partial tipping causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through collision of the Conveying Vehicle).

Period of Insurance means the period commencing on the effective date and ending at the earlier of 4pm on the expiry date as shown in the Schedule and the time the Policy otherwise ends in accordance with its terms.

Personal Property means bedding, CB/UHF and scanner radios, food and drink and its containers (including thermos-flasks, eskies and mobile fridge), clothing and personal accessories and hygiene items, footwear and personal entertainment equipment (e.g. DVD/CD players, iPods or MP3 players).

Personal Property excludes: money or any negotiable or non-negotiable documents that represent money, credit cards, watches and jewellery, mobile phones, pagers, laptop computers or PDAs/tablets, mobile GPRS units, precious metals or stones. (Also refer to "General exclusions applicable to all Sections" for any other properties which are not insured under the Policy).

Policy means this document, the Schedule and any other documents that parties agree in writing will form part of the Policy (e.g. an Endorsement).

Principal Carrier means another carrier with whom You have entered an agreement to act as Subcontractor in respect of a particular shipment, contract, or multiple consignments.

Proposal means the application form completed by You or on Your behalf in which You provided the information upon which We relied to enter into the Policy.

Salvage has two meanings depending on the context, being either:

- what is left of the covered Goods or covered property after it has suffered loss or damage; or
- the physical act of recovering the covered Goods or covered property which has been lost or damaged, but which has residual commercial value.

Schedule means the relevant Schedule We have provided to You which specifies important information such as the Policy number, Geographical Limits, those Sections that are in force, the details of the Goods, the Sums Insured and any Excess payable.

Subcontractor means a party with whom a Principal Carrier (including You) contracts to carry Goods and includes subcontractors of Subcontractors.

Sum Insured means the relevant amount(s) to which Our liability is limited stated in the Policy or the Schedule for any one loss or series of losses arising out of the same event, any one Accident, vehicle or location at the one time. (referred to in the Schedule as either Sum Insured or Limit of Liability).

In some cases a sub limit may be applicable to a particular Good or contract.

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

Terms and Conditions includes consignment notes, freight notes or standard conditions of contract incorporated into the contract for cartage or a contract which has been individually negotiated with a particular Customer issued by You (or a Principal Contractor) which limits Your liability for loss or damage to the Goods.

Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

Transit means the period of time during the Period of Insurance which starts from the point where:

- You or Your employees or subcontractor first take possession of the Goods at the consignor's warehouse or premises for the purpose of Loading onto the Conveying Vehicle for transportation to the consignee at another destination outside the warehouse or premises. The Conveying Vehicle must leave the consignor's warehouse or premises within 72 hours of You or Your employees or subcontractor taking possession of the Goods for the purposes of transportation;

and ends at the earlier of:

- completion of Unloading and final delivery to the consignee at their warehouse or premises; or
- interruption of the normal course of transport at the election of Your Customer for the purposes of storage, allocation or distribution; or
- delivery of the Goods to the receiver or another responsible party as agreed with the consignor or consignee.

Extension of Transit Transit continues during incidental storage at Your depots or premises which has not been requested by Your Customer but is necessary solely for the purposes of normal transshipment, handling, adjustment (of Livestock) or load consolidation/deconsolidation. In the case of Livestock during long haul movements, Transit continues for up to 7 days during necessary temporary resting/spelling.

Transit continues whilst the Goods remain on the Conveying Vehicle for up to 48 hours after arrival at the destination in the event that the Goods cannot be immediately unloaded and delivered to the consignee.

Provided that the Goods remain within the Geographical Limits and within Your (or Your Subcontractor's) care, Transit continues:

- where the Goods are over-carried to an incorrect destination, until they are returned to the original consignor or delivered to the correct destination;
- where reconsigned or reshipped direct from a wharf or airport at the intended destination to another destination within the Geographical Limits, until arrival at the final destination;

- where shut out from a Conveying Vehicle at an intermediate place during the course of Transit and whilst awaiting an alternative Conveying Vehicle, provided they are stored in a secure area.

We, Us or Our, or the Insurer means Allianz Australia Insurance Limited AFS Licence No. 234708 A.B.N. 15 000 122 850 (Allianz) of 2 Market Street, Sydney, NSW, 2000 (the Insurer of Your Policy), through its agent AM&T (Allianz Marine and Transit Underwriting Agency Pty Limited).

You, Your, Insured means You, any party specified in the Policy Schedule.

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate Policy had been issued to each entity, however, Our limit of liability shall not exceed the Sum Insured specified in the Schedule and Our liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

Section 1 – Carrier’s legal liability for Goods carried

Carriers using Approved Terms and Conditions

This cover section/option is only available where You utilise Approved Terms and Conditions to limit Your legal responsibility for Goods carried by You.

In this Section 1 and the Policy, Approved Terms and Conditions means:

- any Terms and Conditions declared to and approved by Us prior to the commencement of Transit
- where You are acting as a Subcontractor to a Principal Carrier and:
 - (i) the subcontract agreement agreed between You and the Principal Carrier and the Terms and Conditions issued by the Principal Carrier to the owner, consignee, shipper or consignor and/or party that brings the claim against You have previously been declared to and approved by Us – those Terms and Conditions; or
 - (ii) the Principal Carrier has bound the owner, consignee, shipper or consignor and/or party that brings the claim against You to Terms and Conditions that contain at least the same level of immunity, indemnity, protection, limitation and defence as Your Approved Terms and Conditions and:
 - include a provision that extends the benefits of the Terms and Conditions to the Principal Carrier’s Subcontractors, servants and agents (which includes You); and
 - this immunity, protection, limitation and defence provided to You has not been overridden by any term contained in any contract agreed between You and the Principal Carrier
 – those Terms and Conditions.

What We cover under this Section

Where this cover option is selected and noted on the Schedule as applicable, and subject to the terms and conditions, exclusions and limitations of the Policy, We provide the following cover.

Liability cover

We will indemnify You for all sums that You shall become legally liable to pay as compensation for:

- loss of or damage to Goods of the type specified, or under the contracts listed, in the Schedule:
 - (i) whilst in the Conveying Vehicle or in Your premises;
 - (ii) within Your or Your Subcontractor's care, custody or control; and
 - (iii) In Transit within the Geographical Limits; and
- Consequential Loss incurred by the owner of the Goods caused solely by the loss of or damage to the Goods;

which occurs during the Period of Insurance, up to the relevant Sum Insured.

Additional covers

We will also pay:

- all legal costs and legal expenses incurred by You with Our prior consent or recoverable from You in connection with an claim covered under the Liability cover clause above;
- any interest awarded against You arising therefrom; and
- the Additional Benefits listed on page 16 (where applicable) unless specified otherwise.

Where You choose not to use or deliberately vary the Approved Terms and Conditions

Where You:

- a) intentionally choose not to rely upon the Approved Terms and Conditions; or
- b) acting as Subcontractor to a Principal Carrier, intentionally agree to contract on terms which do not provide You with the same level of immunity, indemnity, protection, limitation and defence as Your Approved Terms and Conditions (or agree to subcontract to the Principal Carrier for work where the Principal Carrier does not limit their liability and that of their Subcontractor(s) by means of written Terms and Conditions); or
- c) materially vary, waive, alter or amend Your Approved Terms and Conditions and do not notify Us and obtain Our approval (that is, through the changes intentionally made by You to the Approved Terms and Conditions You diminish the legal effectiveness of the Approved Terms and Conditions in respect to limiting Your liability for the Goods or other losses consequent thereon);

cover under the Liability Cover clause above will be limited to either:

- all sums that You shall become legally liable to pay as compensation for loss of or damage to Goods covered under that clause entrusted to Your care, custody and control caused by one of the Insured Events listed under Section 3 of this document (see page 15), but excluding the Optional covers listed for that section; or
- for any other cause of loss/event, amounts which You would have been liable to pay had the Approved Terms and Conditions been utilised and incorporated into the contract of carriage for the consignment.

Where the covered Goods are also insured under Sections 2 and/or 3 (and You have taken one or more of these Sections), failure to issue or rely on Approved Terms and Conditions will not preclude You from claiming for the loss under Section 2 or 3. However, if You have cover under any two, or all three Sections of the Policy, You may only claim under one Section for any one loss or series of losses arising from the same Insured Event.

Accidental error in issuing Approved Terms and Conditions

We will indemnify You under and in accordance with the Liability cover in clause this Section 1 where You (or the Principal Carrier, where applicable), due to an accidental error in normal business procedure(s):

- have inadvertently altered or failed to correctly issue the Approved Terms and Conditions but can demonstrate prior trading with the consignor /owner of the covered Goods or their authorised representative under the Approved Terms and Conditions; or
- vary, alter or amend Your Approved Terms and Conditions and inadvertently fail to obtain Our approval to the changes made (provided such modifications do not significantly diminish the legal effectiveness provided by the Terms and Conditions issued in respect to limiting Your liability for the covered Goods or other losses consequent thereon).

Sections 2 and 3

– Covers

Cover is only provided under Section 2 Accidental Damage Cover or 3 Defined Perils Cover if the Section is specified as applicable in the Schedule. The relevant cover is provided subject to the other terms and conditions of the Policy.

Loss of or damage to Goods cover under Sections 2 and 3

We will indemnify You for loss of or damage to Goods of the type specified, or under the contracts listed, in the Schedule whilst within:

- the Conveying Vehicle or in Your premises;
- either Your or Your Subcontractor's care, custody or control; and
- the Geographical Limits;

caused by a Section 2 or Section 3 Insured Event (as applicable), which occurs both during Transit and the Period of Insurance up to the relevant Sum Insured for the applicable Section 2 or 3.

For covered Livestock We also cover You under the above insuring clause for their death and/or destruction, including slaughter for humane reasons, where necessary due to an Insured Event.

Where the Goods are temperature controlled, chilled, perishable or refrigerated Goods We cover deterioration of the Goods following one of the Insured Events to the extent specified.

Note: The above cover applies irrespective of whether You are legally liable to the Customer for the loss or damage to the covered Goods. If You choose to decline liability to a Customer the Liability defence costs cover below can apply).

Liability Defence costs cover

Should You decide to decline liability under Your conditions of carriage for any claim in relation to loss of or damage to Goods that would otherwise be covered by Section 2 and/ or 3 (as applicable), We will defend any claim made against You and pay:

- all legal costs and legal expenses incurred by You with Our prior consent; and
- any amounts awarded against You, including interest; up to but not exceeding the Sum Insured for the relevant Section.

Consequential Loss of owner of Goods cover

We will also pay, where You are legally liable to pay compensation for Consequential Loss incurred by the owner of the Goods caused solely by loss of or damage to the Goods covered under the relevant Policy Section 2 or 3, up to a limit of \$100,000 which arises from one Insured Event but not exceeding \$200,000 in the aggregate during the Period of Insurance) in addition to the Sum Insured.

Additional benefits cover

We will pay the Additional benefits listed on page 16 (where applicable).

Where cover is available under more than one section

If You have cover under Sections 2 and 3, or all three Sections of the Policy, You may only claim under one Section for any one loss or series of losses arising from the same occurrence or Insured Event.

Section 2 – Insured Events

The Insured Events applicable to this Section are:

- Accident; or
- a Deliberate Third Party Act,

but excluding deterioration in Goods caused solely by a variation in temperature other than as specified below.

We only cover deterioration due to variation in temperature below or above the documented required range for transportation of the Goods for a period in excess of 4 hours or that stated in the Schedule, where different, caused by:

- Accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery which results in:
 - (i) its failure to deliver air at the preset temperature; or
 - (ii) it being unable to perform its normal refrigeration cycle;
- mismanagement of the refrigerating machinery by You or Your Subcontractors, including selection of incorrect temperature or failure to turn on power; or
- disruption of the airflow within the Conveying Vehicle or container caused by mismanagement of the interior bulkheads by You or Your Subcontractors.

We will not cover You where the loss is caused by Your failure to properly maintain Your refrigeration machinery. If required by Us You will need to provide evidence that the refrigeration machinery has been properly maintained.

Section 3 – Insured Events

Standard

The Insured Events applicable to this Section are:

- fire, lightning, hail, windstorm, tornado or cyclone, or explosion;
- Flood;
- collision of the Conveying Vehicle with any external object other than the road, gutter, curb or road surface;
- collision, crashing or forced landing of aircraft (including an aircraft used to transport the Goods);
- collapse of bridges or culverts causing damage to the Goods on the Conveying Vehicle;
- jack-knifing, Overturning and/or derailment of the Conveying Vehicle;
- impact of the load with any object which is not on or part of the Conveying Vehicle with the Goods;
- damage caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions;
- Deliberate Third Party Act committed without the knowledge or connivance of Yourself or the owner of the Goods including malicious damage to the Goods on Your Conveying Vehicle;
- where the Goods are transported by sea, the stranding, sinking, burning, grounding, jettison, washing overboard or collision of the vessel with any object other than water.

Unless You have requested that the following events be deleted and We have shown this in the Schedule, the Insured Events applicable to this Section also include:

- any theft of the Goods from the Conveying Vehicle or place of temporary storage, hijack or armed hold up of the Conveying Vehicle, pilferage or non-delivery of the Goods; and
- Accidental damage to the Goods during Loading and Unloading.

Optional

The following Insured Events only apply to Section 3 where specified as applicable to Section 3 in the Schedule.

Deterioration of temperature controlled, chilled, perishable or refrigerated Goods

The Insured Event is deterioration of the Goods due to variation in temperature below or above the documented required range for transportation of the Goods for a period in excess of 4 hours or that stated in the Schedule, where different, caused by:

- Accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery which results in:
 - (i) its failure to deliver air at the preset temperature; or
 - (ii) it being unable to perform its normal refrigeration cycle;
- mismanagement of the refrigerating machinery by You or Your Subcontractors, including selection of incorrect temperature or failure to turn on power; or
- disruption of the airflow within the carrying vehicles or container caused by mismanagement of the interior bulkheads by You or Your Subcontractors.

We will not cover You where the loss is caused by Your failure to properly maintain Your refrigeration machinery. If required by Us You will need to provide evidence that the refrigeration machinery has been properly maintained.

Shedding of Load

The Insured Event is an Accidental fall of the Goods from the Conveying Vehicle due to an Accidental breakage of restraining chains or cables, where:

- the Conveying Vehicle used to carry the load was suitable for the dimensions and mass of the Goods being carried; and
- all reasonable precautions had been taken by You and/or Your Subcontractors or workers to ensure the Goods have been securely and adequately stowed on the vehicle (including the performance of regular checks on the restraining cables or chains to confirm their condition) and in compliance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

Basis of Settlement under Sections 2 and 3

Subject to the exceptions below and the terms and condition of the Policy, the amount We will pay for loss of or damage to the Goods claimable under either Section 2 or 3 will be the lesser of:

- the invoice value covering the Goods;
- the actual market value of the Goods where there is no invoice value;
- the cost of repairing or replacing the Goods with items of similar age and condition or as near as possible to that age or condition (However, under no circumstances do We cover You for any reduction in the value of Goods because of repairs); or
- the amounts We negotiate as settlement for the loss of or damage to the Goods with the owner(s) on Your behalf.

The following exceptions apply:

- For **Livestock**, We will pay the net invoice value covering 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, breed and condition or as close as possible to the age, breed and condition of the original Livestock, not exceeding the relevant Sum Insured.
- For **artwork or antiques**, the market value of the Goods as assessed by an independent and qualified valuer.
- For **new machinery** which has been damaged, We will pay for the cost of replacement or repair of the damaged part or parts plus any additional charges for forwarding and refitting.
- For **used machinery**: in the event of a Total or Constructive Total Loss:
 - (i) for sales/purchases – the purchase or sale price (invoice price) plus freight and incidental transport charges;
 - (ii) for stock transfers and other movements not involving a sale/purchase to evidence the value of the machine:
 - where a second hand market for the goods exists – market value at the time of the loss plus freight and incidental transport charges
 - for specialised machinery where there is no second hand market – the written down asset value as evidenced by the claimant’s accounting records, or the new replacement value based on the closest available equivalent machine of similar technical specifications less agreed depreciation based on the age and condition of the insured machinery at the time of the loss, plus freight and incidental transport charges.

The amount payable in the event of a partial loss will not exceed the cost of repairing and reinstating the item to a condition equal to but not better or more extensive than its pre-loss condition, and in any event not exceeding the above.

- For **packaging/shipping containers**, We will pay the cost of repair or replacement (as required by the hand over agreement or similar document) but not exceeding the insured sub-limit expressed in the Policy or the Schedule where different.
- In the event of loss affecting **labels** only, the amount recoverable is limited to the cost of new labels, reconditioning and relabelling the Goods
- **Pairs and Sets Clause**: see page 24.

Additional benefits (Applicable to all Sections unless otherwise noted)

The following additional benefits are subject to terms and conditions, exclusions and limitations of the Policy.

Accumulation

In the event of the accumulation of Goods in excess of the Sum Insured arising from circumstances beyond Your control during the Transit, and providing You give Us immediate notice as soon as the circumstances become known to You, We will provide cover for the accumulated Goods up to double the Sum Insured specified in the Schedule each and every loss or occurrence or series of losses or occurrences arising out of the same event.

Acquired Companies Clause

We will provide cover under the Policy for any company, subsidiary company or firm that is formed, purchased or otherwise acquired by You during the Period of Insurance provided always that You:

- hold a controlling interest (and the word ‘control’ is to be determined in accordance with section 50AA of the Corporations Act (Cth) 2001) in the company, subsidiary company or firm or have agreed to accept responsibility for insurance of such company, subsidiary company or firm; and
- advise Us of Your interest in the company, subsidiary company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and
- declare to Us the Gross Freight Earnings, type of Goods to be insured, past losses and then agree to any additional conditions required by Us and pay any additional premiums required by Us to be paid.

For purposes of this clause, where cover under Section 1 is specified in the Schedule, We must approve the Terms and Conditions of carriage of such company, subsidiary company or firm within the said 60 days following acquisition or formation of such company, subsidiary company or firm for cover under this clause to commence.

Automatic reinstatement

When We indemnify a claim under the Policy, the Sum Insured for the applicable Period of Insurance stated in the Schedule will be automatically reinstated without additional premium.

Brands Clause

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

Business and Driver Property

Your cover is extended to cover loss of or damage to Your Business Property or Your employee driver's Personal Property which is in the Conveying Vehicle and during Transit, caused by one of the Section 3 Insured Events (see page 15) or theft following forcible and/or violent entry into the securely locked Conveying Vehicle occurring during Transit but excluding any loss or damage occurring during Loading and Unloading.

In no case shall Our aggregate liability under the Policy for loss or damage to Your Business or Driver Personal Property exceed \$2,000 any one loss or series of losses arising out of the one event, or as specified in the Schedule, where different. This benefit is in addition to any other Sum Insured shown on the Schedule.

Container demurrage charges

We will cover demurrage charges and/or late penalties assessed against You up to a maximum of \$50,000 (or as specified in the Schedule, where different) in addition to the Sum Insured where these are incurred during the Period of Insurance due to the container(s) being retained by You on Our instruction for the purposes of inspection following a claim. The demurrage period for which We will be liable begins at the time We instruct You to retain the containers and finishes at the time Our surveyor instructs You to return the containers.

Debris Removal/Clean Up Costs Clause

Where We have accepted liability for loss or damage to Goods, We will also pay up to \$100,000 (or as specified in the Schedule, where different) any one loss or series of losses caused by the one event in addition to the Sum Insured shown in the Schedule for such loss or damage, for:

- the cost of removal and/or disposal of the damaged, deteriorated or contaminated Goods; and

- the cost of cleaning up the accident site, premises, location or Conveying Vehicle;

provided:

- these costs relate to the Goods;
- You are legally or contractually obliged to pay those costs; and
- such costs are not recoverable under any other policy of insurance.

This benefit does not apply to commercial bulk consignments of dangerous Goods that are defined by any government agency or authority as being dangerous Goods.

Fumigation and decontamination

We will cover the reasonable costs, charges and expenses of fumigation, decontamination or quarantine (including additional freight charges incurred) on arrival at destination or intermediate port or place during the Period of Insurance where the Goods are:

- suspected of being infested, or actually infested; and
- ordered by the appropriate authorities to be fumigated or decontaminated; and
- You are legally responsible for such costs.

The benefit is subject to a limit of \$25,000 any one loss or series of losses caused by the one event or as specified in the Schedule, where different, in addition to the Sum Insured shown in the Schedule.

We will also cover any loss or damage to the Goods proximately caused during the process of decontamination or fumigation including fire resulting from the application of heat during these processes.

Under no circumstances will We be liable under this additional benefit clause for the costs of customary or mandatory fumigation, decontamination or quarantine costs and expenses (per Government Quarantine Regulations or similar statutory requirements).

General Average and Salvage Clause

We will pay General Average and Salvage charges incurred during the relevant Transit in full irrespective of the amount insured being less than the contributory value.

Livestock – Agistment expenses

This Policy covers all reasonable costs and expenses necessarily incurred in maintaining the Livestock at agistment following an Insured Event whilst awaiting an alternative Conveying Vehicle. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one event or as specified in the Policy Schedule, where different.

Where agistment is necessary as a result of injury to the Livestock We will pay the costs of agisting the animals to bring them back to a pre-loss condition but not exceeding:

- the loss due to agreed depreciation had the animals been sold as injured Livestock; or
- the Sum Insured for the affected animals;

whichever is the lesser.

Livestock – Mustering costs

The Policy covers all reasonable costs and expenses necessarily incurred for mustering of the Livestock at the scene of the accident when caused by a Defined Event. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one event, or as specified in the Schedule, where different.

Livestock – “Wandering off”

The Policy covers loss of Livestock due to wandering from the scene of an accident caused by a covered Insured Event during the Period of Insurance. The maximum amount We will pay is limited to \$1,000 per animal and \$25,000 in the aggregate for any one loss or series of losses caused by the one event, or as specified in the Schedule, where different.

Measures to avert or minimise loss

In the event of loss of or damage to Goods covered by the Policy, You can take reasonable measures to avert or minimise such loss or damage and We will, in addition to any loss recoverable under the Policy, reimburse You for any costs properly and reasonably incurred in this regard. Measures taken by You or Us with the object of saving, protecting or recovering the Goods shall not be deemed to be acceptance of liability nor will they prejudice either Your or Our rights under the Policy.

On Forwarding Clause

We will pay all reasonable costs necessarily incurred in Unloading, storing and forwarding the Goods to the original destination in Australia or place from which they were dispatched following a covered Insured Event.

The maximum amount We will pay for any one loss or series of losses caused by the one event is \$25,000, or as specified in the Schedule, where different.

Packaging and equipment

We will extend Your cover under the relevant Section for loss of or damage to:

- packaging materials, crates, pallets, shipping containers, flatracks tanktainers, demountable bodies, flat or similar unit (including ancillary equipment whilst attaching to such unit), or similar items owned by You or for which You have legal responsibility; and

- equipment used by You in cargo handling including tarpaulins, ropes, chains, webbing straps, restraints, dogs, gates, trolleys and containers;

provided they are not otherwise insured under any other policy of insurance, whilst carried on Your Conveying Vehicle, during an insured Transit during the Period of Insurance, caused by one of the Insured Events listed under Section 3 (see page 15). This benefit is subject to a limit of \$50,000 any one loss or series of losses arising out of the one event, or as specified in the Schedule, where different in addition to the Sum Insured shown in the Schedule.

Resecuring costs

We will cover You for all reasonable costs and expenses up to a maximum of \$10,000 (unless otherwise specified in the Schedule and provided they are not recoverable under any other policy of insurance) incurred in resecuring the Goods where there has been movement of the Goods in Transit which makes resecuring necessary, even though there may be no claim resulting from the incident, providing these circumstances were outside Your control and You could not reasonably be expected to know of them during the normal course of Your business.

Transport outside Geographical Limits

We will automatically hold You covered for increased Geographical Limits where You commence a new contract where You are required to transport Goods outside the current Geographical Limits stated in the Schedule provided:

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible including the likely frequency of such trips and any changes to Your annual Gross Freight Earnings arising from Your changed business circumstances.

We reserve the right to charge an additional premium and apply a higher Excess for loss or damage arising during such longer haul work.

We will also automatically cover You in the event of a one-off transport outside Your normal radius of operations that is not part of Your normal operations provided that:

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible.

In the event of a claim for such covered one-off transport, the basic Policy Excess (as shown in the Schedule) will automatically be doubled.

In either case, We reserve the right to request Your records of all Transits for the Policy of Insurance to establish the frequency of any out-of-radius transport work.

Our rights in relation to settlement under Sections 1, 2 and 3

In some cases, We may elect to negotiate a settlement with the party claiming against You.

Despite having instructed Us to defend any claim, You may subsequently instruct Us to pay the claim, provided that the total amount paid to the claimant by Us and the Excess does not exceed the Sum Insured.

In addition, We will pay:

- legal costs and legal expenses incurred by You in defending the claim with Our prior consent; and
- interest awarded against You;

up to, but not exceeding, the Sum Insured for the relevant Section.

We will also pay the Additional benefits listed on page 16 of this document (where applicable).

If You have elected to defend the claim, We retain the right at any time during proceedings to decide to settle the claim by paying out the Sum Insured for the relevant Section, net of any costs incurred and already paid by Us.

If, in Our opinion, sufficient grounds do not exist to defend Your liability, We will indemnify You for Your customer's claim(s) against You to the extent of the cover provided, but excluding legal costs, expenses and interest, except to the extent such costs, expenses and interest have been incurred with Our prior consent up to the date of Our decision.

General exclusions applicable to all Sections

Property (Goods) exclusions

Except as provided in the Policy, We do not insure You for loss or damage to property other than Goods/freight of the types noted in the Schedule. The following types of Goods are excluded **unless specifically agreed to by Us and noted on the Schedule or within the Additional Benefits:**

1. Livestock;
2. bloodstock or stud or prize animals;
3. live plants and trees;
4. temperature controlled or perishable Goods;
5. works of art or antiques;
6. home contents and personal effects (domestic removals);
7. property owned by You including tools of trade, electrical and electronic equipment;
8. motor vehicles; and
9. dangerous Goods as defined by the current Australian Dangerous Goods Code or any government agency or authority which by their nature require special licencing of the driver or vehicle and/or are defined as a "Placard Load". This exclusion does not apply to small consignments, limited quantities or retail distribution loads of dangerous Goods where concession is provided under the current Australian Dangerous Goods Code.

Under **no circumstances** do We insure under the Policy:

10. precious metals and stones, or jewellery;
11. money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities or shares, bonds, deeds, bills of exchange or any document that represents or is exchangeable for money;
12. the specialised transport of cigarettes, tobacco/tobacco products. This exclusion does not apply to small consignments or limited quantities of product (under \$20,000 in value, or as otherwise agreed by Us) carried as part of a mixed load;
13. radioactive Goods or explosive Goods;
14. vehicles and machines that You have been contracted to move whilst driven under their own power or whilst being towed other than during Loading and Unloading operations.

Perils exclusions

Except as provided in the Policy, the Policy does not cover the following.

Losses not arising from transport services

Loss or damage:

1. which has not occurred during the Transit, for example, pre-existing damage or damage occurring after the Goods have been unpacked at destination;
2. as a result of rejection;
3. arising from unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation;
4. resulting from insolvency or financial default of any agent or Subcontractor;
5. delay, loss of market, or consequential loss of any description except as otherwise provided for in the Policy Sections applicable;

Failure to take Due Care and/or deliberate damage

Loss or damage to Goods caused by:

6. Your misconduct or intentional acts caused by You or any person acting with Your express or implied consent;
7. failure to exercise Due Care in the safe handling, storage, protection and security of the Goods;
8. cartage in an unsafe or unroadworthy vehicle unless the condition of the vehicle did not contribute to the loss and/or the condition was not reasonably detectable or known by You;
9. cartage of Goods in excess of the weight, mass or dimensions permitted for the Conveying Vehicle design or license or where greater than 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;
10. cartage by an unlicensed driver or one whose faculties were impaired by drugs or alcohol in excess of that permitted by law, unless You did not know, or could not reasonably have known about the circumstances or condition of the driver. This exclusion will not apply to the extent that there are any statutory provisions to the contrary;
11. cartage of dangerous Goods which are not carried in accordance with the provisions of the current Australian Dangerous Goods Code, regardless of package size or quantity, and whether or not Dangerous Goods have been specified in the Schedule;

Packaging, stowage and restraint of the Goods

Loss or damage to Goods caused by:

12. insufficiency of unsuitability of packaging or preparation of the Goods other than the cover provided for refrigerated Goods in respect of variation in temperature detailed in Sections 2 and 3 (where cover taken);
13. vibration of the load during Transit except due to a Defined Event under Section 2 or as may be recoverable under Section 1;
14. scratching, denting, chipping of items carried without suitable protection against possible impact from stones, gravel or other road surface materials except as may be recoverable under Section 1;
15. shifting of the Goods or improper stowage and/ or restraint of the Goods on the Conveying Vehicle, unless You can demonstrate that You complied with all statutory requirements in respect of the load;
16. other items left inside a vehicle or machine which has not been suitably secured to prevent movement;

Normal losses etc

Loss or damage to Goods due to:

17. inherent vice except for refrigerated, temperature controlled or perishable Goods due to variation in temperature as provided in Sections 2 and 3 (where cover taken);
18. moths, mould, mildew, insects, rats or other vermin, ordinary leakage, loss in weight or volume or wear and tear of the Goods;
19. rust, oxidisation or discolouration, unless caused by a Defined Event or as may be recoverable under Section 1;

Livestock

Loss or damage to Livestock:

20. caused by inoculation or its after effects, infectious diseases, abortion or loss or death of foetus;
21. which are not in good health prior to Loading and fit for travel;

Refrigerated Goods

Loss or damage to temperature controlled Goods caused by:

22. failure of Your refrigeration equipment where it has not been regularly serviced and maintained;
23. the absence, shortage or withholding of power or fuel (except as may be recoverable under Section 1);
24. failure of You or Your servants, agents or Subcontractors to (except as may be recoverable under Section 1):

- take all reasonable precautions to keep the Goods in a refrigerated, properly insulated or cooled space;
- ensure the Goods are carried at the correct operating temperature, unless caused by a Defined Event as may be recoverable under Section 2, or Section 3;

Machinery, equipment, data etc

Loss or damage to Goods caused by the following (except as may be recoverable under Section 1):

25. electronic, electrical or mechanical failure of the Goods unless there is visible external physical damage to the Goods which occurred during Transit caused by a Defined Event;
26. loss of data from any computer hardware or software unless there is visible external physical damage to the Goods which occurred during Transit caused by a Defined Event;
27. damage to Goods which are vehicles and machines whilst being towed or whilst being driven under their own power except during Loading and Unloading operations as specified in the Policy;
28. arising from the dismantling, assembly, testing or fabrication of machinery, plant, equipment or structure;

Liability for third party losses

29. following loss or damage: damage to third party property other than the Goods or any property expressly covered under the Policy;
30. loss, damage, liability, destruction, cost or expense of any nature whatsoever that is directly or indirectly caused by or contributed to by or arising from asbestos, or any materials containing asbestos in whatever form or quantity;
31. 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 including any losses caused by quarantinable disease listed in the Australian Quarantine Act 1908 or similar;

War, strikes, legal seizure, nuclear:

32. Loss, damage, liability, destruction, cost or expense of any nature whatsoever that is directly or indirectly caused by or contributed to by or arising from any of the following: legal seizure, confiscation, nationalisation or requisition of the Goods, nationalisation, requisition, destruction or damage by the order of any Government, Public Authority or Local Authority, and any fines, penalties, aggravated, exemplary, liquidated or punitive damages;

33. war or warlike activities, which means invasion, act or foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these;
34. the absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion;
35. any chemical, biological, bio-chemical, or electromagnetic weapon or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
36. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
37. 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;

Terrorism

38. death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

Offer of insurance

Where You:

- issue Terms and Conditions of cartage which incorporate an offer to arrange insurance (or any other financial service as defined in section 766B of the Corporations Act 2001 (Cth)) for the benefit of Your Customer; or
- represent to Your Customer that You are able to arrange insurance for their benefit;

the Policy will not indemnify You in respect of Your liability for failure to arrange insurance to the benefit of the Customer, or for any claims arising from Your professional negligence and errors or omissions associated with the offer of insurance. The Policy will respond only to the extent that it would do so in the absence of such an offer or representation and, in the case of Section 1 claims, as if You had issued the unmodified Approved Terms and Conditions.

General conditions applicable to all Sections

Applicable law

The Policy is governed by and shall be construed in accordance with the laws of New South Wales. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of a competent Court within the State or Territory of Australia in which the Policy was issued.

Alteration of risk

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the Goods carried) in a way that would increase the risk of Accident occurring You must notify Us in writing. If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

Breach of condition

The law gives Us a number of rights if You do not comply with the conditions of the Policy. In particular cases We may be able to:

- cancel the Policy;
- avoid the Policy from the commencement date of the Period of Insurance;
- refuse to pay a claim;
- reduce the amount to be paid out on a claim.

Cross liability

Where You are comprised of more than one entity, the term "You" will be considered as applying to each entity in the same manner as though a separate Policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

Declaration of Gross Freight Earnings

The deposit premium advised at the inception of each Period of Insurance is provisional and based on the estimated Gross Freight Earnings during the Period of Insurance (in some cases split between contracts/cover options taken). On expiry of the Period of Insurance the Policy will be adjusted by applying the agreed rate percent to the actual Gross Freight Earnings for that period. For the purpose of ascertaining any adjustment to this premium.

You must provide, within ninety (90) days from the expiry of each Period of Insurance, the actual Gross Freight Earnings (where applicable, split between contracts/cover options taken as advised by Us).

The difference between the premium based on the actual figures at the end of the period and the premium calculated at inception will be paid by or allowed to You, as the case may be, but in any event a minimum retained premium equivalent to 75% of the full premium based on the initial estimates will be retained by Us. We agree to waive any adjustment of premium (other than the difference between the deposit and full premium calculated on the estimated Gross Freight Earnings) where the difference between the actual Gross Freight Earnings and the estimated Gross Freight Earnings is less than 10%.

You are required and agree to keep accurate records of all such figures and, on request, to provide Us with an audited copy of these records.

Due Care

It is a condition of the Policy that at all stages You must take Due Care in:

- the handling, storage and movement of Goods in Your care, custody and control;
- issuing the Terms and Conditions declared to Us (Section 1 cover option); and
- declaring to Us Your Terms and Conditions, including any changes to the same (Section 1 cover option).

GST notice

The following is a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Limit of indemnity

All Sum Insured in the Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay, We will at Your request either pay You or the owner of the Goods or Livestock and We will have regard to the items below:

- 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 pay the GST amount in addition to the Limit of Indemnity or other limits shown in the Policy or in Your Schedule.

If Your Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

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.

- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Interests of other parties

Where the protection provided by the Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:

- the loss, damage, liability, cost or expense not being directly or indirectly caused by or contributed to by or arising from any of the remaining parties' misconduct or intentionally caused by one of the remaining parties or any person acting with their express or implied consent; and
- provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of loss or damage give notice in writing to Us and on demand pay such reasonable additional premium as We may require.

Other insurance

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance policy covering the Goods whilst in the ordinary course of Transit effected by any other party then, as provided for under the Insurance Contracts Act 1984 We will not pay for Your claim to the extent the loss or damage is covered by the other policy.

However, this clause will not apply if You are a contracting party under this Policy and the other policy. In such a case You may choose which policy to claim under. If You claim under this Policy We may seek contribution from Your other insurer. You must give Us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer.

Pairs and sets

In the event of loss of or damage to an article forming part of a pair or set (caused by a Defined Peril) no regard shall be made to the value such article(s) may have to the pair or set and the amount recoverable under the Policy shall be calculated as a proportionate part of the insured value of the pair or set.

Prohibited cover or payments

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund a premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

Subrogation/Rights of recovery

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by the Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses.

In particular, We reserve the right of subrogation against any of Your Subcontractors not solely and directly working under Your instructions and contract, or which have in place their own insurance arrangements covering their liability for loss or damage to Goods they carry.

Waiver of subrogation rights

We may not be liable to pay any benefits under the Policy for damage to Goods or other liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that damage to Goods or other liability.

Claims procedure

- A. As soon as You become aware of any, or any potential, occurrence, claim, writ, summons, proceeding or request in writing for damages which may result in a claim under Your Policy You must, at Your own expense:
- (i) take such measures as may be reasonable for the purpose of averting or minimising such loss or damage. We will subject to any claim recoverable hereunder, additionally reimburse You for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by You or Us with the object of saving, protecting or recovering the Goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party;
 - (ii) immediately inform the police of any malicious damage to or theft, of property in Your physical or legal control belonging to others;
 - (iii) advise Us as soon as possible by email, telephone or facsimile telling Us how the loss of or damage to Goods or liability occurred;
 - (iv) take all reasonable action to recover lost or stolen property that was in Your physical or legal control belonging to others and minimise the claim;
 - (v) as far as possible preserve any Goods or Conveying Vehicle or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection;
 - (vi) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
 - (vii) as soon as reasonably practicable after the loss of or damage to Goods or liability occurred (or any further time which We may allow in writing) deliver to Us a written claim containing as detailed an account as is reasonably practicable of the circumstances surrounding the property damage or liability. If We ask You to provide Us with a Statutory Declaration You must provide it;
 - (viii) immediately send Us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of; and
 - (ix) at all times give Us all the information and assistance We may reasonably require.

- B. You MUST NOT:
- (i) admit liability for, or offer, or agree to settle any claim without Our written consent; and/or
 - (ii) authorise the repair or replacement of anything without Our agreement.
- C. After You have advised Us of any loss of or damage to Goods or liability:
- (i) You must comply with all the terms of the conditions before We will meet any claim under the Policy;
 - (ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name;
 - (iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
 - (iv) We may pay You the Sum Insured under the Policy or any lesser amount for which a claim or claims may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You that We previously agreed to pay.
- D. Diagnosis:
- (i) Where diagnosis is required to determine if there has been loss or damage covered by the Policy, if You or We incur costs for such diagnosis and reassembly and:
 - a) the claim is subsequently accepted as valid by Us, We will bear these costs subject to Sum Insured; and
 - b) if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for the diagnosis and reassembly costs.

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For all enquiries please call your insurance intermediary

amandtaustralia.com.au

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