



Annual Cargo Insurance

Policy Document.

Insurance solutions from A – Z

Allianz 

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Introduction

Welcome to the Allianz Marine Annual Cargo Policy which sets out details of the cover We provide.

When We agree to insure You, We do so based on the information provided to Us by You or on Your behalf and subject to payment of the required premium.

We insure You in accordance with the terms and conditions of the Policy which consists of this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal. All of them should be read as if they were one document.

The Policy is made up of two sections:

Section 1 – Transits within Australia

Section 2 – Imports to and Exports from Australia

Each of these sections provide for different voyages and Conditions of Cover as detailed in each section of the policy.

As Sections 1 and 2 may be subject to different laws (e.g. the Insurance Contracts Act and the Marine Insurance Act), each section (comprising the information contained in the Schedule, in the Policy wording and in any endorsement) must be read in conjunction with the General Conditions as though it were a separate policy.

You are not automatically insured under each section. You are only covered for the sections that are specified in the Schedule.

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

We cover You for the Period of Insurance shown on the Schedule and the maximum amount We will pay under the Policy will not exceed the Sum Insured shown on the Schedule.

It is important You read this document and the other documents that make up Your Policy carefully to ensure that You have appropriate cover.

Keep Your Policy in a safe place and ensure You read the following important Your Duty of Disclosure and Privacy Act 1988 – Information.

Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

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

is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You renew, extend, vary or reinstate the Policy.

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- We tell You We do not need to know.

Who must tell Us?

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

What happens if You or they do not comply with this duty?

If You or they do not answer the questions in this way, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

Privacy Act 1988 – Information

The Privacy Act 1988 contains national privacy principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy;
- determine the terms and conditions of Your Policy;
- compile data; and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with Your Policy.

We disclose personal information to third parties who We believe are necessary to assist Us and them in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators, agents and others involved in the claims handling process, or as required by law. We shall limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

You have the right to seek access to Your personal and sensitive information and to correct it at any time.

Allianz Australia aims to ensure that Your personal information is accurate, up to date and complete. Please contact Us on 13 2664 EST 9am-5pm, Monday to Friday if You would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal information at Allianz Australia has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Allianz's privacy policies, please contact Us on 13 2664 and ask for a copy of our "General Insurance Information Privacy Code" booklet.

Dispute resolution process – helping you solve any problems

Complaints or disputes are not an everyday occurrence at Allianz.

Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

Here's what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact 13 2664 speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute. If they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the

insurance industry's external independent complaints scheme, subject to eligibility.

The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

If this insurance has been issued through an insurance intermediary

If Your 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 Your 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 this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

Definitions

Accident or Accidental	means an event that is not intended or expected to happen.
Average or Coinsurance	means, if the value of the Goods insured under this Policy shall at the time of loss or damage be of greater value than the Sum Insured specified in the Schedule, We shall only pay You the proportional amount that the total value of the loss bears to the Sum Insured specified in the Schedule.
Basis of Valuation	means the agreed formula that We will use to calculate how much We will pay you.
Conditions of Cover	means the cover We are providing under this Policy as specified in the Schedule.
Conveying Vehicle, Conveyance	means any ship, vessel, aircraft, postal service, rail and road transport used to transport the Insured Goods.
Endorsement	means documentary evidence of an alteration to this Policy or the Schedule which forms part of the Policy.
Excess	means the amount payable by You for each and every loss recoverable under this Policy as specified in the Schedule.
Geographical Limits	means the geographical area of operation specified in the Schedule.
Institute Clauses	means the standard wordings as prepared by the Institute of London Underwriters. Any Institute Clauses referred to in the Policy or the Schedule or any other document are deemed to be those most current at the time of attachment of the risk and are amended to be subject to Australian law and practice. In the event of any of these clauses being altered or added to, new clauses shall automatically form part of this Policy, unless the alteration or addition reduces Your cover in which case You shall be advised in writing.
Insurable Interest	Means that You have a legal or equitable interest in the Insured Goods in consequence of which You may benefit by their safety and be prejudiced by their loss.
Insured, You or Your	means any party specified in the Policy Schedule.
Insured Events	means an event shown in the individual Section under the heading "Insured Events" applicable to the Section, and for which cover is available under that Section only.
Insured Goods or Goods	<p>means general cargo specified in the Schedule. This Policy does not cover unless agreed to by Us and specified in the Schedule:</p> <ul style="list-style-type: none"> • frozen, chilled products or perishable products; • bloodstock, prize animals or stud animals; • works of art or antiques; • precious metals and stones, jewellery or 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; • Household goods and personal effects • plant and machinery transfer • radioactive goods or explosive goods; • commercial bulk consignments of dangerous goods that are defined by any government agency or authority as being dangerous goods; • explosives; • live plants & trees.

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.
Period of Insurance	means the period commencing on the effective date and ending at 4pm in the State or Territory of Australia in which the Policy is issued on the expiry date as shown in the Schedule.
Policy	means this document and any Endorsement, specification, attachment or memoranda affixed to it, the Schedule and the Proposal.
Premium	means the premium specified in the current Schedule, any Endorsement premium and any adjustment in accordance with General Conditions – Declarations of Actual Turnover plus any applicable Government charges.
Proposal	means the application form completed by You or the quotation slip submitted on Your behalf in which You provided the information upon which We relied to enter into the Policy.
Schedule	means the most recently dated 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 Insured Goods, the Sums Insured and any Excess payable.
Subject Matter Insured	as appearing in the Institute Clauses has the same meaning as Insured Goods or Goods.
Sum Insured	means the sum insured specified in the Schedule for any one loss or series of losses arising out of the same event.
Terrorism	means any act(s) of any person(s) or organisation(s) involving: <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means, • putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature. Terrorism shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.
Transit	means the voyages specified in Sections 1 or 2. The insured transits are those specified in the Geographical Limits and set out in the Schedule subject to any voyage trading restrictions applicable to exports.
Turnover	means the gross revenue of Your business during the Period of Insurance.
Underwriter, We, Us or Our	means the Insurer Allianz Australia Insurance Limited AFS Licence No. 234708 A.B.N. 15 000 122 850 (Allianz) of 2 Market Street, Sydney, NSW, 2000.
Warranty(ies)	means You will undertake that some particular thing shall or shall not be done or that some conditions shall be fulfilled or that You affirm or negative the existence of a particular state of facts. The warranty may be express or implied.

Section 1 – Transits within Australia

We will indemnify You for loss of or damage to the Goods as described in the Schedule whilst in transit within the Geographical Limits specified in the Schedule caused by an Insured Event occurring during Transit and during the Period of Insurance.

The Transit

Each insured Transit commences when the Goods are first moved for the specific purpose of loading on to the Conveying Vehicle for Transit to a destination outside the premises, continues during the ordinary course of transit and terminates when the Goods are last moved when being delivered to the intended destination either in the receiver's premises or such other place as You may instruct.

In relation to livestock, the insured Transit commences for each animal when it enters the Conveyance or its loading ramp, continues during the ordinary course of transit and terminates for each animal when it enters the Conveyance or its loading ramp at the intended destination in the receiver's premises or such other place as You may instruct.

The insured transits exclude any period of dismantling; erection; commissioning; testing; or storage other than in the ordinary course of Transit.

The Insured Transit shall include:

- whilst the Goods are in any packer's premises for a period of up to one month for the purpose of packing and thence Transit to the intended final destination;
- whilst the Goods are at any exhibition or display, (other than in Your owned or controlled premises) limited to a maximum of twenty one days and to a value of \$50,000 any one exhibition or display;
- any period where the Goods are "shut out" from the Conveyance whilst waiting on the wharf, quay or pier or transfer to and whilst at another wharf, quay or pier and by such forwarding Conveyance to the intended destination;
- any Goods which have been "overcarried", until return to intended port of destination.
- any return Goods, inwards or outwards, where You have the responsibility to insure the Goods in transit, or have assumed that responsibility prior to any loss or damage to the Goods being reported to you;

In all other respects the termination provisions outlined above shall apply.

The Insured Goods

The Goods We insure are described in the Schedule, and includes:

- all retail and sales packaging;
- shipping containers in your care, custody or control, to the extent that you are legally liable to pay for any physical loss of or damage to the container(s), up to a limit of \$50,000 any one claim or series of claims arising from any one Insured Event;
- traveller's samples in Transit in Your or Your employee's care, custody or control, up to a limit of \$10,000 any one claim or series of claims arising from the one insured event;
- your stock transfers;

Insured Events

Subject to the Conditions of Cover specified in the Schedule and exclusions of this Policy, this insurance covers up to the Sum Insured loss of or damage to the Goods whilst in Transit during the Period of Insurance caused by either Option A or Option B as selected by You.

Option A – Accidental Damage

Non-refrigerated Goods

Accidental loss of or damage to the Goods.

Traveller's Samples

Accidental loss of or damage to traveller's samples caused by:

- theft of the traveller's samples while the vehicle is unattended only if theft follows:-
 - (i) forcible and violent entry into a locked vehicle or carrying compartment or,
 - (ii) theft of the locked vehicle itself; or
- theft of traveller's samples from a locked building following forcible and violent entry into the building whilst the traveller's samples are temporarily removed from a vehicle and stored for a period not exceeding 72 hours.

Livestock

Death and/or destruction of the livestock caused by an Accident, including death or destruction for humane reasons including wandering off of the livestock from the scene of an Accident where the livestock are unable to be mustered or recovered.

Refrigerated Goods

Accidental loss of or damage to the refrigerated goods including deterioration of the refrigerated Goods due to a variation in temperature as a result of:

- an Accident;
- malfunction of refrigerating machinery resulting in its failure to perform its normal refrigerating cycle for more than 4 consecutive hours, unless a different period is specified in the Schedule;
- mismanagement of the refrigerating machinery by You or Your subcontractors or employed carriers resulting in variation in temperature for more than 4 consecutive hours, unless a different period is specified in the Schedule.

Non-refrigerated Goods, Traveller's Samples, Livestock and Refrigerated Goods

Subject to the Conditions of Cover specified in the Schedule and exclusions of this Policy, in addition this insurance covers loss of or damage to the Goods during Transit caused by:

- strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;
- insufficiency or unsuitability of packing or preparation of the Goods, unless such was carried out by You, Your servants or Your contractors or subcontractors;
- the wilful act of a third party which was committed without Your knowledge or connivance;
- any terrorist or any person acting from a political motive in accordance with the Transit Clause And Terrorism Endorsement forming part of this Policy.

If the Transit is by sea or air, this Policy further covers where applicable:

- any general average and or salvage contribution that You are required to pay under any bill of lading or similar document;
- loss or damage to the Goods, caused by washing overboard; jettison; collision; grounding; sinking; capsizing of the vessel; or general average sacrifice; or
- loss or damage to the Goods, caused by war or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these whilst the Goods are on board the Conveyance.

Option B – Specified Perils

Non-refrigerated Goods

Loss of or damage to the Goods during transit caused by:

- fire, lightning, hail or explosion;
- flood;
- collision of the Conveying Vehicle except with the curb or uneven road surface;
- collision, crashing or forced landing of aircraft;
- 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;
- theft of Goods from the Conveying Vehicle following forcible and violent entry, pilferage or non-delivery.

Traveller's Samples

Loss of or damage to traveller's samples caused by:

- theft of the traveller's samples while the vehicle is unattended only if theft follows:-
 - (i) forcible and violent entry into a locked vehicle or carrying compartment or,
 - (ii) theft of the locked vehicle itself; or
- theft of traveller's samples from a locked building following forcible and violent entry into the building whilst the traveller's samples are temporarily removed from a vehicle and stored for a period not exceeding 72 hours.

Livestock

Death and/or destruction of the livestock caused by an event specified in this option including death or destruction for humane reasons and wandering off of the livestock from the scene of an Accident where the livestock are unable to be mustered or recovered.

Refrigerated Goods

Where refrigerated Goods are specified in the Schedule, cover is extended to include deterioration of the Goods following an event specified in this option.

Non-refrigerated Goods, Traveller's Samples, Livestock and Refrigerated Goods

Subject to the Conditions of Cover specified in the Schedule and exclusions of this Policy, in addition this insurance covers loss of or damage to the Goods during Transit caused by:

- strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;

- the wilful act of a third party which was committed without Your knowledge or connivance; or
- any terrorist or any person acting from a political motive in accordance with the Transit Clause And Terrorism Endorsement forming part of this policy.

If the Transit is by sea or air, this Policy further covers where applicable:

- any general average and or salvage contribution that You are required to pay under any bill of lading or similar document;
- loss or damage to the Goods, caused by washing overboard; jettison; collision; grounding; sinking; capsizing of the vessel; or general average sacrifice; or
- loss or damage to the Goods, caused by war or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these whilst the Goods are on board the Conveyance.

How Much We Will Pay

Provided You have an Insurable Interest in the Goods and subject to the Conditions of Cover, exclusions, any Warranty(ies) contained in the Schedule and the Sum Insured of this Policy, we will pay claims in accordance with the Basis of Valuation shown in the Schedule.

At Our option We will pay You, repairers or other parties:

- the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage (including the reasonable cost of any necessary overtime), or
- if there is no invoice value, the cost of replacing the Goods with similar Goods of the same age and condition or as near as possible to that age and condition.

Section 2 – Imports to and Exports from Australia

We will indemnify You for loss of or damage to the Goods as described in the Schedule whilst in Transit within the Geographical Limits specified in the Schedule caused by an Insured Event occurring during Transit and during the Period of Insurance.

The Transit

Each insured Transit commences as specified in the “Transit Clause” of the appropriate Institute Clauses, and within the Geographic Limits set out in the Schedule.

The “Transit Clause” of the appropriate Institute Cargo Clauses and Institute Strikes Clauses are extended so that transit commences when the Goods are first moved for the specific purpose of loading on to the Conveying Vehicle for Transit to a destination outside the premises, continues during the ordinary course of Transit and terminates when:

- the Goods are last moved when being delivered to the intended destination either in the receiver’s premises or such other place as You or the receiver may instruct;
- the Goods are last moved when being delivered inside any other warehouse or place of storage, whether prior to or at the destination named in the Policy, which either You or the receiver(s) elect to use either for storage other than in the ordinary course of Transit or for allocation or distribution;
- on placing inside such other place as the receiver may instruct or,
- seventy two hours after unloading from the final Conveying Vehicle;

whichever shall first occur.

The insured Transit shall include:

- whilst the Goods are in any packer’s premises for a period of up to one month for the purpose of packing and thence Transit to the intended final destination;
- any period where the Goods are “shut out” from the Conveyance whilst waiting on the wharf, quay or pier or transfer to and whilst at another wharf, quay or pier and by such forwarding Conveyance to the intended destination;
- any insured Goods which have been “overcarried”, until return to intended port of destination; or

- any return Goods, inwards or outwards, where You have the responsibility to insure the Goods in transit, or have assumed that responsibility prior to any loss or damage to the Goods being reported to You;

In all other respects the termination provisions contained in the Institute Clauses shall apply.

The Insured Goods

The Goods we insure are described in the Schedule, and include:

- all retail and sales packaging;
- shipping containers in your care, custody or control, to the extent that You are legally liable to pay for any physical loss of or damage to the container(s), up to a limit of \$50,000 any one claim or series of claims arising from any one Insured Event;
- Your stock transfers.

Insured Events

Subject to the Conditions of Cover specified in the Schedule and exclusions of this Policy, this insurance covers loss of or damage to the Goods during Transit as per the Institute Clauses specified in the Schedule including:

- any general average and or salvage contribution that You are required to pay under any bill of lading or similar document;
- loss or damage to the Goods, caused by war or warlike activities, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these whilst the Goods are on board the Conveyance;
- caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;

How Much We Will Pay

Claims under this section are subject to the application of Average or Coinsurance.

Subject to the Conditions of Cover, exclusions, any Warranty(ies) contained in the Schedule and the Sum Insured of this Policy, We will pay claims in accordance with the Basis of Valuation shown in the Schedule.

At Our option We will pay You, repairers or other parties:

- the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage (including the reasonable cost of any necessary overtime), or

- if there is no invoice value, the cost of replacing the Goods with similar Goods of the same age and condition or as near as possible to that age and condition.
- We will not pay for a Constructive Total Loss unless the actual total loss of the Insured Goods appears to be unavoidable or because the cost of recovering, reconditioning and forwarding the Insured Goods to their intended destination would exceed their value on arrival.

Additional Benefits

Accumulation Clause

Should there be an accumulation of interests beyond the Sum Insured, by reason of interruption of Transit and/or other Accident beyond Your control, or by reason of any casualty at a transhipping point and/or on a connecting vessel or Conveyance, We shall, provided written notice be given in all such cases as soon as known to You, hold You covered for such excess amount and We shall be liable for the full amount at risk, but in no event shall We be liable under this Policy for more than double the relevant Sum Insured.

Acquired Companies Clause

Any company, subsidiary company or firm that is formed, purchased or otherwise acquired by You during the Period of Insurance shall be covered under the Policy, provided always that You:

- a) hold a controlling interest in the company, subsidiary company or firm or have agreed to accept responsibility for insurance of such company, subsidiary company or firm; and
- b) 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
- c) declare to Us the Turnover, 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.

Automatic Reinstatement Clause

When We pay a claim under this Policy, the Sum Insured will be automatically reinstated without an additional premium being payable.

Brands/Labels Clause

Any damaged Goods bearing embossed or indented brands or labels or other permanent markings identifying You as the manufacturer or where such damaged Goods have been manufactured using exclusive and/or secret formulas such damaged Goods may be retained by You to dispose of as You see fit provided that a reasonable allowance is agreed for the value of such Goods. This allowance will be deducted from the claim settlement.

If a mutual allowance cannot be agreed on, the value of the Goods damaged shall be established by allowing the Goods to be placed for sale at public auction but subject to You having the right to accept or refuse the highest bid offered.

Where only the labels or packaging are damaged, We will pay You only the cost to recondition and/or replace those labels or packaging.

Clean Up Costs

If We pay a claim under this Policy for loss or damage to the Insured Goods, We will also pay clean up and disposal costs at any accident site, where you are legally or contractually obliged to pay those costs, up to a limit of \$50,000 any one Accident or series of Accidents arising from any one Insured Event.

Debris Removal Clause

If We pay a claim under this Policy for loss or damage to the Insured Goods, We will also pay the cost of removal and/ or disposal of damaged and/ or deteriorated and/ or contaminated Insured Goods including the cost of cleaning up or decontaminating the premises, location or Conveyance up to \$50,000 any one Accident. Provided always these costs relate to the Insured Goods and that such costs are not recoverable under any other policy of insurance.

Delayed Unpacking Clause

In the event of delay in opening cases or packages, any concealed loss or damage resulting from an Insured Event and discovered on opening shall be deemed to have occurred during Transit and shall be considered as a loss under the Policy unless proof to the contrary can be established. Packaging showing external signs of damage, wetting and/or staining must be opened immediately and all possible steps taken to minimise damage.

If the Goods are not opened and inspected within a period of 90 days from the time the Goods are delivered to the warehouse or place of storage no claim will be recoverable under this additional benefit.

Duty Clause

Where noted in the Basis of Valuation contained in the Schedule, this Policy is extended to include the amount of any import duty and/or taxes paid or payable by You in respect of Insured Goods You have imported into Australia.

No claim is recoverable under this clause arising from:

- a) Total loss of the Goods or total loss of part thereof prior to the arrival at destination;
- b) General average;
- c) In respect of duty waived by Customs Authorities at destination on shipments arriving damaged by an Insured Event;
- d) In case where no duty or landing charges are paid.

Nothing in this clause shall increase the Sum Insured specified in the Schedule.

Expediting Expenses Clause

In the event of loss or damage arising from an Insured Event to electrical/electronic equipment or machinery You have imported into Australia where:

- a) replacement of any part or parts is necessary to prevent interruption of Your business, and
- b) repair or replacement to original shipped condition cannot be effected in Australia,

We will pay for transit by airfreight of such replacement part or parts from the suppliers to destination, even if the original transit was not by airfreight, up to the greater of \$20,000 or 20% of the Sum Insured of the damaged Goods.

FOB/CFR Pre-Shipment Clause

Notwithstanding the legal ownership under Your purchase contract in the case of FOB /CFR shipments, it is agreed that this Policy shall cover Your Insurable Interest in the Goods from warehouse to warehouse subject to the terms and conditions of this Policy but in the event of a claim being paid, We are to be subrogated to or assigned any right of recovery there may be under any other Policy covering the Goods prior to shipment.

Fumigation Clause

Subject to the Conditions of Cover specified in the Schedule, We will pay the charges and/or expenses necessarily incurred should the Goods on arrival at the port of destination, and because of infestation, or suspected infestation, be ordered by the appropriate government authority to fumigation and/or quarantine. When such order is issued, the following costs, charges and expenses necessarily incurred are payable by Us up to a limit of \$50,000.

- a) cost of actual fumigation and/or quarantine and related charges;
- b) additional costs incurred by way of cartage to and/or from fumigation and/or quarantine.

This clause does not include:

- fumigation and/or quarantine charges and expenses which are mandatory for particular Goods under government quarantine regulations or other similar regulations.
- loss and/or damage caused by or resulting from such infestation or directly attributable to fumigation and/or quarantine.

General Average and Salvage Clause

We will pay general average and salvage charges in full irrespective of the amount insured being less than the contributory value. Provided, however, that all Goods shall be insured for not less than amounts calculated on the respective Basis of Valuation as nominated in the Schedule.

Insolvency Exclusion Clause

The Insolvency Exclusion Clause where appearing in the Institute Clauses forming part of this Policy is deleted and replaced by the following:

In no case shall this Policy cover loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel or aircraft where You are unable to show, prior to loading of the Goods on board the vessel or aircraft, that all reasonable practicable and prudent measures were taken by You, Your servants and agents, to establish the financial reliability of the party in default.

This clause shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Goods in good faith under a binding contract.

In addition, if the Transit is interrupted or terminated due to the insolvency or financial default of the owners, managers, charterers or operators of the vessel or aircraft, whether or not loss or damage has been occasioned to the Goods, We will pay You the extra costs of freight and/or storage to forward the Goods to their intended destination or to return the Goods to the place from which they were despatched up to a maximum of 10% of the Sum Insured of the Goods.

Insufficiency of Packing Clause

The insufficiency or unsuitability of packing or preparation exclusion clause where appearing in the Institute Clauses forming part of this Policy will not apply where the packing or preparation was carried out

by a party other than You and the insufficiency or unsuitability arose entirely without Your privity or knowledge.

Benefit under this clause is subject to You agreeing to assist Us in all respects to pursue rights of recovery against sellers and/or other responsible third parties.

Loss of Information/Data Media

This Policy excludes all claims for loss of information /data media unless such loss of information is caused by visible external damage which occurred during Transit and as a result of an Insured Event.

We will pay up to \$50,000 any one loss or series of losses arising from the one event for the reasonable cost of rewriting the information or data provided these costs are not recoverable under any other Policy.

“On Deck” Shipments

When Goods are carried in fully enclosed ISO containers the shipments are subject to the same conditions as applicable to “under deck” shipments. Unless otherwise agreed, all other Goods shipped on deck shall be subject to the Institute Cargo Clauses (C) including the risks of jettison and washing overboard of the whole or part of those Goods shipped on deck.

Reconsigned or Reshipped Goods Clause

Where Goods are reconsigned or reshipped direct from the wharf or airport at the intended destination to another destination, this insurance continues until arrival at the final destination.

Replacement Clause – Second Hand Machinery

In the event of a claim for loss or damage to the Goods comprising second hand machinery arising from an Insured Event the amount recoverable hereunder shall not exceed the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than its condition immediately prior to such loss or damage.

Provided always that in no case shall Our liability exceed the Sum Insured of the Insured Goods. If there is no specified Sum Insured, nor an agreed Basis of Valuation, the Sum Insured value shall be

- a) in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport (if not included in the purchase or sale price); or

- b) in the case of movement of the Goods other than for the reason of purchase or sale, the written down book value or the current market value

whichever is the highest.

Sealed Container Clause

In respect of shipments in FCL containers, provided that documentary evidence is produced to substantiate the quantity loaded into the FCL container the fact that the container's seal is intact at unloading point shall not invalidate claim for theft, pilferage, shortage and non-delivery. On settlement of Your claim, You shall assist Us in all respects to pursue rights of recovery from the suppliers and/or the packers or other responsible third parties.

Sellers Interest Clause

Notwithstanding the legal ownership under Your export sale contract in the case of FOB /CFR shipments, it is agreed that this Policy shall cover the Goods subject to the same conditions of insurance as would have applied had the shipments been sold on C.I.F. terms (excluding risk of rejection) but this insurance covers sellers interest only. Claims in respect of loss of or damage to the Goods shall be payable hereunder only if and to the extent that Your buyer fails to pay for such lost or damaged Goods.

Any assignment of this Policy or of any interest or claim hereunder shall discharge Us from any liability whatsoever.

You must not reveal the existence of this contingency insurance to Your customer or to any other party interested in the shipment.

Sorting Charges Clause

In the event of You or Your buyer complying with surveyor's instructions to sort damaged Goods to determine a loss which may be recoverable under the Policy, We shall pay for such expenses as approved by the surveyor even though a claim may not subsequently result under the Policy.

Strikes Diversion Expenses Clause

We will pay any reasonable additional costs incurred by You up to \$50,000 in unloading, storing and forwarding your Goods to their final destination where the shipowners or charterers or managers exercise a liberty granted to them by the contract of affreightment where solely in consequence of strikes, riots, civil commotions, lockouts or labour disturbances, the Goods are over-carried to or discharged at a port other than their scheduled port of discharge under the contract of affreightment.

However in no case shall We be liable for any cost unless the liberty referred to in this clause be exercised prior to the expiry of 15 days from midnight of the day on which the said strikes, riots, civil commotions, lockouts or labour disturbances cease to be in active operation.

Sue and Labour Clause

In the event of loss or damage caused by an Insured Event, You and Your servants are permitted to take such measures as may be reasonable for the purpose of averting or minimising such loss. We will, in addition to any loss recoverable under the Policy, reimburse You for any costs properly and reasonably incurred.

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

Tools of Trade Clause

(only where noted in the Schedule)

This Policy covers tools of trade owned by You or Your employees against loss of or damage caused by:

- fire, flood, collision and/or overturning of the Conveying Vehicle
- theft or pilferage of the tools following forcible entry into a securely locked vehicle or fixed carrying compartment or,
- whilst parked or garaged at Your premises or within the boundary of Your employee's private residence

Provided that:

- the vehicle and/or fixed carrying compartment is of a fully enclosed design capable of being securely locked at all times, and
- windows, doors and openings of the vehicle or carrying compartment are securely locked when unattended and any alarms fitted to the vehicle are activated.

Unseaworthiness and Unfitness Exclusion Clause

The unseaworthiness and unfitness exclusion clause where appearing under 'Exclusions' in the Institute Clauses forming part of this Policy is deleted and replaced by the following:

In no case shall this Policy cover loss, damage or expense caused by the following:

- a) unseaworthiness of vessel or craft or unfitness of vessel, craft or aircraft for the safe carriage of the Goods, where You are aware of the unseaworthiness or unfitness at the time the Goods are loaded;

- b) unfitness of container, liftvan or Conveyance for the safe carriage of the Goods where loading is carried out by You or Your employees.

However, exclusion a) will not apply where the cover provided by this Policy has been assigned to the party claiming under it who has brought or agreed to buy the Goods in good faith under a binding contract. We waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel or aircraft to carry the Goods to destination.

General exclusions applicable to all Sections

The exclusions contained within the Institute Clauses described in the Schedule and forming part of this Policy shall be paramount where they conflict with any terms contained in this Exclusion section of the Policy

This Policy does not cover any 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:

- a) Delay, loss of market, or consequential loss of any description even if caused by an Insured Event;
- b) Your misconduct or intentionally caused by You or any person acting with Your express or implied consent;
- c) Ordinary leakage, loss in weight or volume, wear and tear;
- d) Inherent vice;
- e) Electronic, electrical or mechanical breakdown or malfunction unless there is visible external physical evidence of damage in Transit from an Insured Event;
- f) Rust, oxidation or discolouration, unless caused by an Insured Event;
- g) 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 whilst your property is not on board a ship, vessel or aircraft;
- h) Loss or damage that existed or occurred prior to the commencement of the Transit.
- i) Under no circumstances do We insure under this Policy unless agreed to by Us and specified in the Schedule:

- (i) frozen, chilled products or perishable products;
- (ii) bloodstock, prize animals or stud animals;
- (iii) motor vehicles, watercraft or, any Goods capable of moving under their own power;
- (iv) works of art or antiques;
- (v) precious metals and stones, jewellery or money (which means any coin or banknote);
- (vi) bullion, cheques, credit or other card sales vouchers, securities or shares;
- (vii) bonds, deeds, bills of exchange or any document that represents or is exchangeable for money;
- (viii) plant, machinery and computers (which are not the primary Insured Goods) where the limit any one conveyance or location exceeds \$50,000;
- (ix) tools of trade;
- (x) radioactive goods or explosive goods;
- (xi) commercial bulk consignments of dangerous goods that are defined by any government agency or authority as being dangerous goods;
- (xii) explosives;
- (xiii) live plants & trees;
- j) theft of Goods when in your care, custody or control if the Conveying Vehicle, premises or building is not securely locked when left unattended and any alarms are activated.

In addition, this Policy shall not under any circumstances cover any 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:

Nuclear/Terrorism/Cyber

The Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause; Transit Clause and Terrorism Endorsement; Institute Cyber Attack Exclusion Clause shall be paramount where they conflict with any terms contained in this Policy. In the event of conflict between these three clauses, the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical; Electromagnetic Weapons Exclusion Clause and Institute Cyber Attack Exclusion Clause shall prevail.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03

1. In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Sub-Clause 1.4 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Transit Clause and Terrorism Endorsement

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate either:
 - 1.1 as per the transit clauses contained within the Policy,or
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,or

- 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge oversea of the Goods hereby insured from the oversea vessel at the final port of discharge,
- 1.5 in respect of air transits, on the expiry of 30 days after unloading the Goods insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Cyber Attack Exclusion Clause

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

General conditions applicable to all Sections

Alteration of Risk

Where the Insurance Contracts Act 1984 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 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 1909 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 this Policy, or no claim arising after the change shall be payable unless We have agreed to the change in writing.

Antiques, Paintings, Pictures Clause

In the event of loss or damage to any article of or article(s) of an antique nature, paintings or pictures the amount We will pay shall be the reasonable cost of repairs up to the Sum Insured of the particular item excluding any depreciation consequent thereon.

If there is no Sum Insured, We will pay the reasonable cost of repairs up to the market value of the particular item as established by an independent and qualified valuer excluding any depreciation consequent thereon.

Applicable Law

This Policy is governed by and shall be construed in accordance with the laws of Australia. 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.

Authority

We may give to and obtain from any other insurers, insurance reference bureaus and credit reporting agencies any information relating to Your credit or insurance history as well as insurance claims information.

Breach of Condition or Warranty

Where the Insurance Contracts Act 1984 applies

The law gives Us a number of rights if You do not comply with the conditions of this 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

Where the Marine Insurance Act 1909 applies

Warranties are conditions which must be exactly complied with, whether material to the risk or not. If it be not so complied with, then, subject to any express provision in the Policy, We are discharged from liability as from the date of the breach of the warranty but

without prejudice to any liability incurred by Us before that date.

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, 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.

Declaration of Actual Turnover

The deposit premium advised at the inception of each Period of Insurance is provisional and based on the estimated Turnover during the Policy period. On expiry of the Period of Insurance the Policy will be adjusted by applying the agreed rate percent to the actual Turnover 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 Turnover.

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% or as may otherwise be agreed, of the full premium based on the initial estimates will be retained by Us.

We agree to waive any adjustment of premium where the difference between the actual Turnover and the estimated Turnover is less than 10%.

If the deposit premium is \$2,000 or less, the deposit premium shall be regarded as the minimum premium for the Period of Insurance shown in the Schedule and no adjustment of actual figures is required.

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. If We request an audited copy of the records and this is not available then We may appoint an auditor. We shall pay for the cost of the audit but if the audit reveals that the figures declared by You are incorrect, You shall reimburse Us for the cost of the audit.

Exchange Rate Clause

The exchange rate used by Us for any currency conversions applicable to declarations or claim settlements made under this Policy will be the Spot Sell rate (as advised to Us by Our bank) applicable on the date of the Bill of Lading or Air Waybill.

Financiers and/or Lessors

The interests of any financiers and/or lessors are only protected under this Policy where You have informed Us and the financiers and/or lessors are noted on the Schedule.

GST Notice

This Policy has 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 monetary limits in this 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:

- (i) 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
- (ii) 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.

Non Payment of Premium by Instalments – Right to cancel Policy

Where You pay the premium by installments, You must ensure that they are paid on time because if an installment has remained unpaid for a period of at least one month, We may cancel the policy.

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 We reserve the right to seek contribution from any other insurer(s). You must provide us with full information and all reasonable assistance in the recovery of our rateable proportion of such loss or damage.

Own Repairs

In the event of claim under the Policy where You are authorised by Us to carry out repairs to the Goods, it is agreed that such repair costs shall be based on Your normal commercial rate which includes Your normal element of profit.

Pairs and Sets Clause

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

Subrogation/Rights of Recovery Clause

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 this 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.

Waiver of Subrogation Rights

We may not be liable to pay any benefits under this Policy for loss or damage to Goods 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 after the loss of or damage to the Goods has occurred.

War and Strikes Variation Clause

The premium and rates quoted /charged are inclusive of the war and strikes rates charged by Us as at the attachment date of the Policy. As war and strikes exposures may vary during the currency of the Policy, We reserves the right to vary the war and strikes rates at any time by giving You (or Your broker /agent or representative) 7 days notice in writing of any such variation.

Any variation in premium will be calculated by deducting the rate charged at the commencement of the policy from the new rate and applying the difference to the exposed Turnover. The method of payment for any difference in premium will be advised as part of the notice to amend war and strikes rates. Nothing contained herein shall vary the cancellation provisions of this policy.

Claims procedure

These procedures are important. Failure to follow them might jeopardise a claim under this Policy.

- A. You or Your buyer in the event of an export shipment MUST:

As soon as You or the buyer become aware of any, or any potential loss or damage which may result in a claim under the Policy You or Your buyer must, at Your or the buyer's own expense as if You are not insured:

- (i) take such measures as may be reasonable for the purpose of averting or minimising such loss or damage. We will reimburse You or the buyer for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by You, the buyer 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 any party;

- (ii) immediately advise Us or, in the case of an export shipment, Our overseas representative of the loss or damage. We or Our overseas representative may decide to appoint a surveyor or an assessor to inspect the damage to determine the cause, and who might be responsible for it. You or Your buyer should co-operate with the surveyor fully as this will assist with the speedy adjustment of your claim;
- (iii) take all reasonable action to recover lost or stolen Goods and minimise the claim;
- (iv) as far as possible preserve any Goods or other items which might prove necessary or useful as evidence;
- (v) properly preserve and exercise all rights against carriers, bailees or other third parties specifically:

- do not release those parties from liability;
- do not give "clean receipts" where Goods are in doubtful condition. That is, when the Goods are delivered, You will be asked to sign the carrier's receipt (i.e. consignment note or delivery docket) which usually acknowledges that the consignment was received in good condition.

If there is any obvious evidence of damage or shortage do not under any circumstances sign the document.

If a signature is required, add a note to the effect that the Goods were delivered damaged. That is what is termed a "qualified receipt".

If You or the buyer suspect that there is damage, even if it is not obvious, add a note to say that 'You are accepting the Goods in apparent good order and condition'.

Giving a signature without any comment is termed giving (or signing) a "clean receipt".

A "clean receipt" infers that You or the buyer agree that the Goods were not damaged at the time the signature was given. That makes it difficult for You or the buyer to prove to the carrier that You or the buyer have a valid claim.

- if Your Goods are delivered in a shipping container, examine the locks and seals and

compare the numbers with those listed on the shipping documents, preferably before the container is removed from the Conveying Vehicle that delivered it to Your or the buyer's premises.

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

- (vi) if the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees, to be conducted within 3 days of delivery;
- (vii) provide Us or Our overseas representative with a written claim detailing:
 - the nature and extent of the loss or damage
 - any other insurance that may exist on the Goods
- (viii) Attach original or legible photocopies (of both sides of any document that has anything on the reverse) of any of the following that are applicable to the circumstances:
 - shipping invoices, specifications, packing lists, weight notes, gate passes
 - commercial invoices, customs documents
 - bill of lading, air waybill, or consignment note (an original is preferable, and may be required for any recovery action against a third party)
 - copies of all correspondence exchanged with any third party
 - any internal (within Your company) reports or memos detailing the extent of the damage
 - repair quotations or receiptsand any other documents that might confirm the circumstances of the loss or damage and substantiate the amount/s being claimed.

B. You or Your buyer MUST NOT:

- (i) authorise the repair or replacement of anything without Our agreement;
- (ii) dispose of any damaged Goods without giving Us or Our overseas representative the opportunity to examine those Goods.

- C. After You or the buyer have advised Us or Our overseas representative of any loss of or damage to Goods:
 - (i) You or the buyer must comply with all Policy terms and conditions before We will meet any claim under the Policy;
 - (ii) We have the right to recover from any person against whom You or the buyer may be able to claim any money paid by Us. We may take over and conduct, in Your name or the buyer's 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;
 - (iii) We may pay You or the buyer 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 or the buyer, 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 or the buyer that We previously agreed to pay.

Cancellation rights under the Policy

- 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 Insurance Contracts Act 1984 applies

We can cancel the Policy:

- if You failed to comply with Your Duty of Disclosure, or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy,
- or
- where You have failed to comply with a provision of the Policy, including payment of premium, or
- where 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;

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 as may be

appropriate. 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.

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.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of Your Policy and any government taxes or duties We cannot recover;

Where the Marine Insurance Act 1909 applies

Marine Risks

Subject to 30 days notice of cancellation.

War Risks

Subject to 7 days notice of cancellation.

Strikes Riots and Civil Commotions Risks

Subject to 7 days notice in writing, except for consignments to and/or from the United States of America which is subject to 48 hours notice in writing.

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 as may be appropriate. Such notice will be effective from the expiry of the stipulated period calculated from midnight of the day on which notice of the cancellation is issued by or to Us but shall not apply to any Goods which have commenced transit in accordance with the conditions of this Policy before cancellation becomes effective.

In the event that You or Us canceling the Policy, We may elect to apply the minimum premium provision set out in the Declaration of Actual Turnover Clause.

- c. A posted notice is deemed given to You at the time it would have been delivered in the normal course of the postal service;

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For all enquiries please talk to your broker

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