



# **SHIPPING & DELIVERY INSURANCE**



Inland Transit Insurance  
Product Disclosure Statement  
and Policy Wording  
Effective Date: **1 June 2021**

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230 859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

NTI327 (01/06/2021)

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# INTRODUCTION

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## Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance. You must also ensure that all details as shown in Your Policy Schedule are correct. Let Us know immediately if You need any changes.

If You do not understand any part of the policy, please contact Us for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy, (the standard Cover provided can be affected by the following);
- the rest of this “Introduction” section – this sets out 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 “Definitions” – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the “Exclusions” set out the general exclusions and limitations that apply to the Cover and benefits;
- the “General Conditions” and “Claims Responsibilities” sections – these set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Policy 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. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

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

## Insurers

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

‘We’, ‘Us’, ‘Our’, ‘Underwriter’, or ‘Insurer’ means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## National Transport Insurance

Marine Protect is powered by NTI, Australia’s specialist insurer with over 45 years of experience in the insurance industry. With an award winning claims service, You can count on NTI to protect You and Your business. Two of Australia’s leading general insurers – Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

# INTRODUCTION

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## Our Shipping and Delivery Single Transit Product

Marine Protect Shipping and Delivery Single Transit product is intended for owners of Goods or senders or receivers who have an insurable interest in the Goods whilst being transported within Australia.

The Product Features summary table (below) will give you more information but full details of the Coverage and limitations can be found in the main Policy Wording later in this document, which You should read.

Shipping and Delivery Single Transit	
<b>Cover</b>	The protection provided for Your Insured Goods that are physically lost or damaged during the Insured Transit within Australia.  <b>Accidental Damage</b> Loss or damage to Your Insured Goods resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Insured Transit.
<b>Additional Benefits</b>	Automatic Coverage extensions if a claim is accepted <ul style="list-style-type: none"><li>• Insolvency of Carrier</li></ul>
<b>Circumstances when You are not Covered</b>	All insurance policies have exclusions and conditions and You should read the full Policy wording to familiarise Yourself with the details of these important conditions and exclusions.  Some of the things We will not pay for include: <ul style="list-style-type: none"><li>• Certain Causes of Loss: ordinary wear and tear, electrical or mechanical failure, rust, etc.</li><li>• Excluded Goods: Live animals, temperature sensitive goods, cash, credit cards, deeds, tickets, jewellery, art, antiques, precious stones, precious gems, metals or bullion, etc. See later in this document for full details.</li></ul>
<b>Excess</b>	When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim. Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess.

## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (if applicable) to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

Where the Insurance Contracts Act applies: if You do not tell us anything You are required to, We may cancel Your contract or reduce the amount We will pay you if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

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 is required to comply with the duty of disclosure.

# INTRODUCTION

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## 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 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.

## Premium and Costs - How the Premium is calculated

Your Premium may be calculated using all or some of the following:

- The types and value of Goods to be insured;
- Where the Goods are to be transported to and from, the mode of transport and distance;
- Sum Insured
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

## Cooling off and Cancelling Your Policy

You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

You have 21 days to consider this Policy to be sure You have the Cover You require. If not, You can cancel the Policy within 21 days from the day that Cover began, if the Transit has not commenced. You will receive a full refund of Premium provided that nothing has occurred for which a claim is payable under Your Policy. Some government taxes & duties are not refundable. The cooling off period does not apply if the Insured Transit has commenced and/or You have made a claim.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

## Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information, however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate you must contact us to update your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If you need to make a complaint about your personal information or make a complaint about a privacy breach you can do so by phoning us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003. A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

# INTRODUCTION

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## Resolving Your Complaints

### What You do and who You contact if You have a complaint or dispute involving us:

If You have a complaint about Your insurance policy, decisions on Your claims or any of the services You have received from Us or one of our representatives, You may access our Complaints process.

The first step is to contact Your closest NTI office or you can contact us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist you. NTI's details can also be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution System is available from all NTI offices.

### Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to our employees member's supervisor who will deal with your complaint promptly.

### Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide you with details of our dispute service and will refer you to a Supervisor or Manager to manage your complaint. Your complaint will then be treated as a dispute.

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

### External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform you of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

# INTRODUCTION

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The contact details for AFCA are:

## **Australian Financial Complaints Authority**

National Toll Free number 1800 931 678 GPO Box 3 Melbourne VIC 3001 Email: [info@AFCA.org.au](mailto:info@AFCA.org.au) Web: [www.afca.org.au](http://www.afca.org.au)

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

## **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

# GENERAL DEFINITIONS TO THIS POLICY

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<b>Word</b>	<b>Meaning</b>
<b>Accident/ Accidental</b>	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Goods.
<b>Conveyance/ Conveying Vehicle</b>	means any motor vehicle, road transport vehicle, train, ship, vessel, aircraft or postal service transport used to transport the Insured Goods, or as otherwise specified in the Policy Schedule.
<b>Cover(s) / Covered /Coverage</b>	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
<b>Deliberate Third Party Act</b>	means the deliberate act of any person or organisation, including Federal, State or Local regulatory authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: a. committed by You or Your employee; or b. committed with Your knowledge or connivance; or c. that was the result of Your lack of due diligence.
<b>Effective Date</b>	means the date and time specified in Your Policy Schedule from which You are Covered.
<b>Excess</b>	means the amount You must pay towards a claim, as specified in the Policy Schedule or otherwise in this Policy.



<b>Geographical Limit(s)</b>	Means anywhere within the Commonwealth of Australia (excluding Australian Antarctic Territory)
<b>Goods or Insured Goods</b>	<p>means the Goods or merchandise (including packaging) that You own or are contractually responsible for</p> <p>We do not Cover the following - Excluded Goods</p> <ol style="list-style-type: none"> <li>refrigerated and/or temperature sensitive or controlled Goods (including foodstuffs, pharmaceuticals, medicines, vaccines and veterinary products) and/or live/living Goods including plants and flowers, animals of any description and domestic pets;</li> <li>works of art, paintings, antiques;</li> <li>Fragile Goods, including stone slabs /benchtops, glass panels, panes, plates, scientific or laboratory or medical machines and instruments, including X-ray, imaging and diagnostic machines;</li> <li>audio/visual/data recordings;</li> <li>precious metals and stones, jewellery, money (which means any coin or banknote), bullion, cheques, money orders, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money or title;</li> <li>personally carried, accompanied or checked in luggage/Goods;</li> <li>radioactive or explosive goods, weapons, ammunition;</li> <li>cigarettes or tobacco products;</li> <li>relocatable/transportable buildings (not in kit form or flat pack);</li> <li>buses or coaches;</li> <li>aircraft, aircraft parts and components;</li> <li>cranes and hoists;</li> <li>over dimensional loads;</li> <li>Goods which are banned, prohibited or otherwise excluded by any law, regulation or statute</li> <li>Any other Goods described as Excluded Goods on Your Policy Schedule</li> </ol>
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insured Transit</b>	means the Geographical Limits as outlined under the heading "Insured Transit" in Your Policy Schedule and as varied in this Policy.
<b>National Transport Insurance (NTI)</b>	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
<b>Premium</b>	means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
<b>Period of Insurance</b>	means the dates in Your Policy Schedule shown as "Insured From" from which We provide Cover under Your Policy and expires when the Insured Transit is complete
<b>Policy</b>	means this document and Your Policy Schedule the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Schedule</b>	means the most current Cover details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Sum Insured</b>	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the limit of the amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).
<b>Terrorism</b>	means any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive.
<b>We/Our/Ours/Us/NTI// Insurer</b>	means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours /Insured/Assured</b>	means the client (person or company) named in the Policy Schedule.

# OUR AGREEMENT WITH YOU

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Based on the information that You have provided to Us in support of Your application for insurance and provided that You have paid the premium due, We will insure You for the Cover specified in Your Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply;
- b. Your Insurance Proposal, the declarations and statements made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

## INSURED TRANSITS

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We will Cover the Goods (of the kind described in Your Schedule) during the Insured Transit within the Geographical Limits.

### **When Your Insured Transit commences and terminates:**

#### **1. All Insured Goods (except Motor vehicle, motorcycle, caravan, trailer and trailered Boat)**

##### **Cover commences**

- a. when the Goods are first moved for the purpose of being loaded onto the Conveyance for transit to the contracted destination,
- b. and continues during the ordinary course of transit

##### **Cover terminates**

- c. on completion of unloading and delivery of the Goods from the Conveyance into or at the contracted destination or 30 days after the Transport Operator is scheduled to deliver the Goods to the contracted destination, whichever shall first occur
- d. on completion of unloading of the Goods from the Conveyance into or at the final warehouse or place of storage whether prior to or at the contracted destination, which You or Your employees elect to use either for storage (other than in the ordinary course of transit) or for allocation or distribution; or
- e. when You, Your employees or agents elect to use any Conveyance or Shipping Container for storage other than in the ordinary course of transit;
- f. on the expiry of seventy two (72) hours after unloading from the final Conveyance but before delivery in to the final warehouse.

whichever shall first occur.

##### **Additional Excess applicable to Goods delivered to an unattended destination**

Where Goods are delivered to an unattended destination and evidence of the delivery is captured and/or recorded by the freight service or transport provider, an additional excess of \$250 will apply to all claims for theft, pilferage or non-delivery of Goods in addition to any excess stated in the Policy Schedule.

# INSURED TRANSITS

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## 2. Motor vehicle, motorcycle, caravan, trailer, trailered Boat and mobile machinery (tracked or wheeled)

### Cover commences

when the motor vehicle, motorcycle, caravan, trailer or trailered Boat is first moved within 100 meters of the Carrying Conveyance for the purpose of immediately loading it onto the Conveying Vehicle for the Insured Transit;

### Cover terminates

when the motor vehicle, motorcycle, caravan, trailer or trailered Boat is last moved at the Destination in connection with the Insured Transit but within 100 meters of the Conveying Vehicle.

### 2.1 The Insured Transits shall include:

- a. any Insured Goods which have been "shut out" from the intended Conveyance, whilst waiting at a depot, terminal, warehouse, wharf, quay or pier for transfer to and whilst at another depot, terminal, warehouse, wharf, quay or pier subject to You notifying Us as soon as You become aware of such an event.
- b. any Insured Goods which have been "over-carried", until return to the port or place of destination.

# THE COVER - ACCIDENTAL DAMAGE

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Subject to the terms, conditions, limits and exclusions of this Policy, We will Cover You for Accidental loss of or damage to the Goods during the Insured Transit, including:

- a. that caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions;
- b. a Deliberate Third Party Act;

### Insolvency or financial default of carrier expenses clause

If any Insured Transit is interrupted or terminated due to the insolvency or financial default of the carrier (land, sea or air), whether or not loss or damage has been occasioned to the Goods, We will pay You the reasonable freight and/or temporary storage expenses to forward the Goods to their intended destination, an alternate destination or to return the Goods to the place from which they were dispatched, up to a maximum of \$250.

# HOW MUCH WE WILL PAY

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1. The maximum We will pay for loss of or damage to Goods will be limited by the Sum Insured stated in the Policy Schedule
2. Claims that We pay under this Policy will have any Excess deducted prior to settlement (the Excess will be stated in the Policy Schedule or otherwise in this Policy).
3. All monetary amounts expressed in the Policy are Australian Dollars

# HOW MUCH WE WILL PAY

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4. How We will calculate your claim:

Subject to the Sum Insured, We will pay the following:

a. Where the Goods are an item of sale or purchase with a commercial invoice -

Loss detail	Amount we will pay
Goods are lost or damaged beyond repair	the invoice value plus the original freight cost
Goods are damaged but repairable	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

b. Where the Goods are not part of a sales or purchase with a commercial invoice

Loss detail	Amount we will pay
Goods are lost or damaged beyond repair	the cost of replacing the Goods with similar Goods of the same age and condition, or as near as possible to that age or condition plus the original freight cost
Goods are damaged but repairable	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

Where We provide settlement to replace Your Goods, whether by cash settlement or otherwise, We reserve the right to deduct the Salvage Value or retain the damaged Cargo or the proceeds from its sale or disposal.

## **For any motor vehicle, motorcycle, caravan, trailer, trailered Boat or mobile machinery (tracked or wheeled)**

For Goods that can be repaired, We will pay for the repair of the damage and the restoration of the damaged portion of the Goods to a condition substantially the same as that pre-existing to the loss but not better or more extensive than its condition when new. We will not pay the cost of repairs of any pre-existing damage, prior to the insured transit.

For goods lost, stolen or destroyed beyond repair, We will pay the lesser of the Market Value or the invoice value, less the Salvage Value if We agree that You can retain it. GST may be deducted as outlined below in Limitations to What We pay and Conditions To This Policy 5. Government Taxes and Duties.

For the purpose of this clause only, Market Value means the value of the Motor Vehicle, farm machinery, motorcycle, caravan, trailer or trailered boat immediately prior to the incident which is the subject of the claim; using market prices and taking into consideration the age, specifications and condition of the Goods. Salvage Value means the value of what is left of Your Goods after it has suffered loss or damage.

# LIMITATIONS ON HOW MUCH WE WILL PAY

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We may choose, at our option, one or more of the following ways to settle your claim:

1. Repair the items - that is, repair them as far as reasonably possible to their original condition using materials that are readily available in Australia.
2. Pay you the costs of repairs to the items as far as reasonably possible to their original condition using materials that are readily available in Australia.
3. Pairs, sets or collections

If an item of Goods is part of a pair, set or collection, then we only pay to repair or replace the lost or damaged part. If we can't do that, then we pay the proportional replacement value of that part only. We don't pay for any decrease in the value of the pair, set or collection.

4. Labels or Packaging

Where only the labels or packaging are affected, We will pay You only the reasonable cost of reconditioning and/or replacing those labels or packaging.

# LIMITATIONS ON HOW MUCH WE WILL PAY

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5. We shall not be bound to replace or repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the applicable Sum Insured.
6. Where You cannot claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in the Policy, will include the amount of any Goods and Services Tax (GST) due in respect of the payment.
7. Where You can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy will be less any input tax credits available to the you in respect of the payment.
8. If You reinstate damaged Insured Goods, after obtaining the consent from Us, We agree to pay the cost of such reinstatement including the value of labour, parts and freight. Our liability shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by outside contractors.

## EXCLUSIONS TO THIS POLICY

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### 1. Certain Causes of Loss

In no case shall this Policy cover loss or damage directly or indirectly caused by or contributed to by or arising from:

- a. any kind of mechanical, electrical and/or electronic breakdown of or malfunction of, the Goods where there is no external evidence of damage in transit from an insured event Covered by this Policy;
- b. ordinary wear and tear or natural depreciation;
- c. delay even though the delay be caused by a risk insured against;
- d. inherent vice or nature of the Goods (including mildew, mould);
- e. rust, oxidation, discolouration, unless caused in transit from an accident;
- f. consequential losses of any kind or loss of market;
- g. vermin;
- h. ordinary leakage, ordinary loss in weight or volume;
- i. unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation;
- j. something which has not occurred during the Insured Transit(s), for example, pre-existing damage or damage occurring after the Goods have been delivered at destination;
- k. while the Goods are in use and/or while being worked upon and directly resulting therefrom;
- l. rejection, detention, condemnation or confiscation by any government or their agencies or departments or by any public or local authority regardless of the reason;
- m. dismantling, assembly, testing or fabrication of the Goods
- n. packing or unpacking of the Goods before and after transit

### 2. Excluded Goods

In no case shall this Policy cover loss or damage to Goods listed as Excluded Goods in the Definition of Goods or Insured Goods

### 3. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons Exclusion Clause 10/11/03

In no case shall this policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

# EXCLUSIONS TO THIS POLICY

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- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 3. d does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.

## 4. Transit and Terrorism Clause

- 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 the Policy covers Accidental loss of or damage to the Goods caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such Cover is conditional upon the Goods being in the ordinary course of transit and, in any event, SHALL TERMINATE:

- a. as per the Insured Transits clause outlined earlier in this document; or
- b. on completion of unloading from the carrying vehicle or other Conveyance in or at the final warehouse or place of storage at the destination named in the Policy Schedule;
- c. on completion of unloading from the carrying vehicle or other Conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the Policy Schedule, which You or Your employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- d. on delivery to any other warehouse or place of storage, which You elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- e. when You or Your employees elect to use any carrying vehicle or other Conveyance or any container for storage other than in the ordinary course of transit; or
- f. in respect of Insured Transits by sea, on the expiry of 60 days after completion of discharge overside of the Insured Goods from the overseas vessel at the final port of discharge;
- g. in respect of Insured Transits by air, on the expiry of 30 days after unloading the Insured Goods from the aircraft at the final place of discharge,

whichever shall first occur.

- 2 If the Policy or the clauses referred to in this Policy Wording provide Cover for Inland Transits 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 Insured Transit terminating again in accordance with clause 1.

## 5. Sanction Limitation and Exclusion Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any claim or provision of any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## 6. Marine Cyber Endorsement - LMA5403 - 11/11/19

- a. Subject only to paragraph c. 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, computer process or any other electronic system.

# EXCLUSIONS TO THIS POLICY

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- b. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- c. 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, paragraph 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.

## 7. War

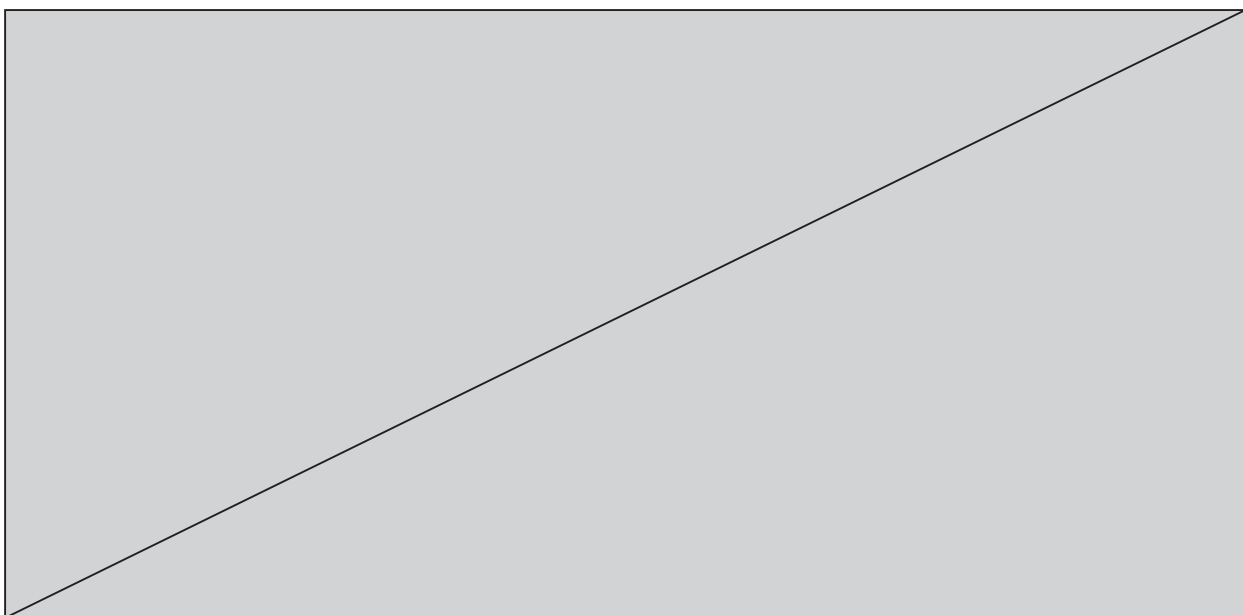
In no case shall this Policy cover loss or damage to Insured Goods as a result of an act of war, whether or not war has been declared, while the Insured Goods are in transit (or in storage) on land.

## 8. Dangerous Goods Compliance Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the failure to comply with the requirements of any Dangerous Goods Law, Code, Regulation or Government directive in relation to the carriage, handling or incidental storage of Dangerous Goods

## 9. Communicable Disease Exclusion

- 1 Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.



# CLAIMS RESPONSIBILITIES OF THIS POLICY

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## 1. Australian law & jurisdiction

This Policy is subject to Australian law and jurisdiction:

- a. Inland Transit(s) within Australia is subject to the Insurance Contracts Act 1984;
- b. Sea shipments may be subject to the Marine Insurance Act 1909 (if applicable), Those Acts as amended from time to time will apply.

## 2. Cancellation

You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

We may only cancel this Policy when permitted to do so by law.

## 3. Tax Provisions

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

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

## 4. Goods and Services Tax

The amount of Premium paid by You for Your Policy includes an amount for GST on the Premium. If You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions in this Policy (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

## 5. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## 6. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.



# CLAIMS RESPONSIBILITIES OF THIS POLICY

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## What You must do

1. You must immediately advise Us of the loss or damage. We may decide to appoint a surveyor or an assessor to inspect the damage to determine the cause and who might be responsible for it.
2. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:
  - a. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
  - b. provide to Us details of any other insurance covering or which may Cover the same loss;
  - c. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police immediately (if appropriate) and provide to them all assistance to apprehend the offending party;
  - d. whenever required by Us, You shall aid in securing information, evidence, obtaining of witnesses and co-operate with Us in all matters which We may deem necessary in the investigation, settlement or recovery of your claim from third parties; and
3. When You incur damage giving rise to a claim under this Policy, You, or anyone acting for You or on Your behalf must properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:
  - a. Deliver to the carrier or other parties responsible a notice of intention to claim within 3 days of delivery, and where air carriage is involved give written notice to the air carrier within 14 days;
  - b. Note on receipts when the Goods are in visible doubtful condition when delivered;
  - c. If the loss or damage is not immediately apparent at the time of delivery but discovered at a later time, apply immediately for surveys by the carriers or other bailees to be conducted within 3 days of discovery; and

## What You must NOT do

1. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must not :
  - a. dispose of any damaged Goods without giving us the opportunity to examine those Goods;
  - b. abandon any Goods to us whether we have paid your claim or not; and
  - c. release carriers, bailees or other third parties from liability when loss or damage is discovered.

## What We may do

1. In the event of a claim for non-delivery of the Goods and after You have taken all reasonable steps to locate the Goods, We may agree to make settlement to You if the Goods have not been located after the expiration of 30 days counting from the date the goods should have arrived at final destination.
2. Subject to the provisions of either the Insurance Contracts Act 1984 or the Marine Insurance Act 1909, upon the payment of any claim under this Policy, We may avail of the right to recover or obtain contribution from:
  - a. any person against whom You may be able to claim and We have the right to take action in Your name, and
  - b. other insurance covering or which may cover the same loss, the details of which You have advised to Us.
3. We shall have full discretion in the conduct or settlement of any recovery action. This includes the right to instruct lawyers to provide advice as to the liability and to represent You in such action.
4. If there is a loss that is partially covered by this Policy that We have paid for and there remains an uninsured loss, We will use Our best efforts to agree with You upon a fair and proper allocation of amounts that may be recovered from other parties who may be responsible for the losses, having regard to the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 and the relative legal costs and financial exposures attributable to covered and uncovered losses. At all times, We are only liable under this Policy for amounts attributable to covered losses.

## **HOW TO CONTACT US**

### **National Office**

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**SHIPPING &  
DELIVERY  
INSURANCE**

The logo for NTI (National Transport Insurance) consists of three stylized, overlapping rectangular shapes in white and grey, arranged in a horizontal line.