



**MARINE**  
PROTECT

TOOLS AND  
STOCK OF  
TRADE IN  
TRANSIT POLICY  
WORDING

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contract of insurance.

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.

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

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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 Your insurance broker or Our authorised representative 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', or 'Our' 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 (NTI)

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

## Product Features Summary Table

The following **Product Features summary table** 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.

Tools and Stock of Trade in Transit	
<b>Cover</b>	The protection provided for loss or damage arising from Specified Events to Your Tools of Trade and Stock of Trade in Transit within Australia as described in Your Policy Schedule occurring during the Period of Insurance
<b>Specified Events</b>	<p>Loss or damage to Your Tools of Trade and Stock in Trade resulting from one of the following specified events</p> <ul style="list-style-type: none"><li>a) Whilst in/on a road conveyance<ul style="list-style-type: none"><li>i. fire or explosion or Flood or lightning</li><li>ii. collision, jackknifing, overturning of the Conveyance</li><li>iii. theft from the Conveyance following forcible entry into the Conveyance</li><li>iv. theft of the Conveyance</li><li>v. theft from a locked carrying compartment that is permanently bolted to the Conveyance following forcible entry into the carrying compartment</li><li>vi. theft of an entire carrying compartment permanently bolted to the Conveyance following forcible removal of the carrying compartment</li><li>vii. malicious damage unless caused or directed by You.</li></ul></li><li>b) Whilst in a locked Building<ul style="list-style-type: none"><li>i. fire or explosion or Flood or lightning</li><li>ii. theft from a locked Building following forcible entry into the Building</li><li>iii. theft from a locked compartment and or a locked shipping container</li><li>iv. malicious damage unless caused or directed by You.</li></ul></li><li>c) Whilst in transit by air<ul style="list-style-type: none"><li>i. fire or explosion or crashing of the aircraft</li><li>ii. collision or contact of the aircraft with any external object other than the runway or air unless there is physical damage to the aircraft (internal or external) and an air safety inquiry is called by the relevant statutory authority</li><li>iii. malicious damage unless caused or directed by You.</li></ul></li><li>d) Whilst in transit by sea<ul style="list-style-type: none"><li>i. fire or explosion</li><li>ii. vessel or craft being stranded, grounded, sunk or capsized</li><li>iii. collision or contact of vessel craft or Conveyance with any external object other than water</li><li>iv. discharge of cargo at a port of distress</li><li>v. jettison</li><li>vi. malicious damage unless caused or directed by You.</li></ul></li></ul>

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<b>Additional Benefits</b>	Automatic Coverage extensions if a claim is accepted under one of the above Cover options; <ul style="list-style-type: none"><li>• Debris removal \$1,000</li><li>• General Average and salvage clause</li></ul>
<b>Circumstances when You are not</b>	All insurance policies have exclusions and conditions and You should read the full <b>Policy</b> wording to familiarise Yourself with the full details of these important <b>covered conditions and</b> exclusions.  Some of the things We will not pay for include: <ul style="list-style-type: none"><li>• <b>Certain Causes of Loss:</b> willful damage with Your knowledge, theft unless there is evidence of forcible entry into the Conveyance, whilst the Goods are at Your Business premises unless that premises is also Your residential premises, loss caused by inherent vice.</li><li>• <b>Excluded Goods:</b> any Goods not described in Your Policy Schedule.</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 Contract Acts 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.

Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us.

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, including Your broker or agent.

## 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;

# INTRODUCTION

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- 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).

## 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.

### Internal Dispute Resolution - 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 - Disputes

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).

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## 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.

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).

## Cooling-off period

You have 30 days to consider this Policy to be sure You have the Cover You require. If not You can cancel the Policy within 30 days from the day that Cover began. You will receive a full refund of Premium provided that nothing has occurred for which a claim is payable under Your Policy. The cooling-off period does not apply if the Insured Transit has commenced and/or You have made a claim.



# DEFINITIONS THAT APPLY TO THIS POLICY

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

Word	Meaning
<b>Anywhere in Australia</b>	means anywhere within the Commonwealth of Australia including coast voyages within Australian Territorial waters (excluding Australian Antarctic Territory).
<b>Your Business Premises</b>	means any Buildings from where You operate or conduct Your business.
<b>Building</b>	means a fully structurally enclosed building with four external walls.
<b>Conveyance</b>	means You or Your employee's road vehicle(s) including trailer(s).
<b>Cover(s) / Covered / Coverage</b>	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
<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>Flood</b>	<ul style="list-style-type: none"> <li>a. a temporary covering of normally dry land by partial or complete inundation of water resulting from:               <ul style="list-style-type: none"> <li>i. overflowing from the normal confines of any natural watercourse, river, creek or lake (whether or not it has been altered or modified) or any reservoir, canal or dam; or</li> <li>ii. an accumulation or flowing of water on the ground resulting from precipitation; or</li> </ul> </li> <li>b. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or</li> <li>c. water discharged from sewerage or waste water systems due to pressure induced by an accumulation or flowing of water.</li> </ul>
<b>General Average</b>	means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property at risk at a time of peril in a common maritime adventure.
<b>Goods</b>	means the interest insured as described in Your Policy Schedule
<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>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, including any broker submission, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Limit of Liability</b>	means the amount(s) specified in Your Policy Schedule which will be the limit of the amount We will pay for all losses during the Period of Insurance.
<b>National Transport Insurance</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.

# DEFINITIONS TO THIS POLICY

Word	Meaning
<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>	<p>means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy.</p> <p>Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located, unless another time is noted in Your Policy Schedule.</p>
<b>Policy</b>	means this document and Your Policy Schedule and 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) shown for Specified Goods (or for Unspecified Goods) in Your Policy Schedule which will be the limit of the amount We will pay, for any loss or series of loss arising from one event. In the event of a loss for Specified and Unspecified Goods we apply depreciation of 5% for each full year since the items manufacture up to 50% of the Sum Insured of any one Specified or Unspecified Good and You should consider this when calculating Your Sum Insured.
<b>Specified Goods</b>	means any Goods individually noted in Your Policy Schedule with a specific Sum Insured applying to that item.
<b>Unspecified Goods</b>	means any Goods noted in Your Policy Schedule under "Unspecified Goods" with an overall Sum Insured. They do not include Specified Goods.
<b>Stock in Trade</b>	means the stock that You either sell or use to carry out Your business but excludes mobile telephones, pagers, eftpos machines and portable computers.
<b>Terrorism</b>	means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
<b>Tools of Trade</b>	means tools which enable You or Your employees to carry out Your normal business operation, but excluding: mobile phones, watches, smart watches, pagers, laptops/notebooks/ handheld or other personal computers, personal property, cash and credit cards.
<b>We/Our/Ours/Us/NTI Underwriter/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</b>	means the client (person or company) named in the Policy Schedule.

# OUR AGREEMENT WITH YOU

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Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Policy 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 to each Policy or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the Cover details that are relevant to Your Policy;
- c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You, Your broker or intermediary 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.

## **Important Note: Cover only provided by one section of this Policy:**

Subject to the terms, exclusions and conditions of this Policy, We will pay You for loss or damage to Your Goods as shown on Your Policy Schedule occurring Anywhere in Australia during the Period of Insurance as specified in the Policy Schedule.

Should there be any change in circumstances which existed when this insurance commenced that change the nature of the risk in a way that would increase the risk of loss or damage occurring, You must advise Us immediately and in writing. We will only be liable (to the extent permitted by law) under this Policy if We have agreed in writing to the change.

Unless We have previously agreed to the change in writing, Our liability may be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change.

# THE COVER

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Subject to the exclusions and general conditions of the Policy, including the Sum Insured and / or Limit of Liability stated in the Policy Schedule, We Cover You Anywhere within Australia for accidental loss of or damage to the Goods occurring during the Period of Insurance caused by or following:

- a) Whilst in/on a road conveyance
  - i. fire or explosion or Flood or lightning
  - ii. collision or jackknifing or overturning of the Conveyance
  - iii. theft from the Conveyance following forcible entry into the Conveyance
  - iv. theft of the Conveyance
  - v. theft from a locked carrying compartment that is permanently bolted to the Conveyance following forcible entry into the carrying compartment
  - vi. theft of an entire carrying compartment permanently bolted to the Conveyance following forcible removal of the carrying compartment
  - vii. malicious damage unless caused or directed by You.
- b) Whilst in a locked Building
  - i. fire or explosion or Flood or lightning
  - ii. theft from a locked Building following forcible entry into the Building
  - iii. theft from a locked compartment and or a locked shipping container
  - iv. malicious damage unless caused or directed by You.
- c) Whilst in transit by air
  - i. fire or explosion or crashing of the aircraft
  - ii. collision or contact of the aircraft with any external object other than the runway
  - iii. malicious damage unless caused or directed by You.
- d) Whilst in transit by sea
  - i. fire or explosion
  - ii. vessel or craft being stranded, grounded, sunk or capsized
  - iii. collision or contact of vessel craft or Conveyance with any external object other than water
  - iv. discharge of cargo at a port of distress
  - v. jettison
  - vi. malicious damage unless caused or directed by You.

# ADDITIONAL BENEFITS

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Subject to the exclusions and general conditions of the Policy, including the Limit of Liability stated in the Policy Schedule, We also Cover You in respect of loss of or damage to Goods as outlined under Cover (a), (b), (c) and (d) above in the following circumstances:

## 1. Debris Removal

All reasonable costs and expenses incurred in unloading, removing and disposing of damaged Goods and clean-up of damaged goods from the accident site after the occurrence of an insured event, subject to a limit of A\$1,000 any one loss or series of losses arising from the one event provided the costs and expenses are not recoverable under any other policy of insurance.

## 2. General Average and salvage

If Your Goods are being transported by sea between Australian ports and General Average is declared, We will Cover Your proportion of the General Average and/ or salvage contribution irrespective of the amount insured being less than the contributory value, subject always to the Sum Insured stated in the Policy Schedule.

# HOW MUCH WE WILL PAY

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## Basis of settlement

In the event of loss of or damage to Goods which gives rise to a claim under this Policy, the basis of settlement will be:

### Tools of trade

The maximum We will pay is up to the Sum Insured noted in Your Policy Schedule for Specified and Unspecified Goods noted, for any one loss or series of losses arising from the one event.

Subject to the Sum Insured and Policy Excess, at Our option We will pay reasonable costs for You to:

- a. repair Your Goods, where economical; or
- b. replace Your Goods that are non-powered hand tools (regardless of its age), with the same make and model if available;  
or
- c. replace Your Goods that are powered tools less than three years old, with the same make and model if available; or
- d. replace Your Goods that are powered tools greater than three years old, to a condition equal to but no better or more extensive than their condition immediately prior to the loss or damage.

Where Your Goods are noted as a specified item on Your Policy Schedule, Cover will cease for that item without refund of Premium when We pay for theft of or a Total Loss of that item.

The maximum We will pay for all claims occurring in any one Period of Insurance is the Limit of Liability shown in the Policy Schedule.

### Stock in trade

The replacement (or manufactured or wholesale) cost of the items, at the time the loss or damage occurred. However the maximum We will pay is the Sum Insured and / or Limit of Liability noted in Your Policy Schedule.

# EXCLUSIONS TO THIS POLICY

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We do not insure You for any loss or damage or expenses or liability:

- a. to Goods caused by Your wilful act or a wilful act committed by someone with Your knowledge and connivance;
- b. to Goods other than the Goods shown in the Policy Schedule;
- c. for consequential or indirect losses of any description, including loss of market, loss of business opportunity or loss of profits, or any other financial loss incurred following loss or damage to Goods insured under this Policy;
- d. caused by a reduction in value of Goods because of repairs;
- e. caused by inherent vice or nature of the Goods;
- f. to Goods owned by Your Employees, Your contractors or subcontractors unless we have specifically agreed to insure those items and they are noted in the Policy Schedule;
- g. to Goods following theft of any unattended trailer unless the trailer is immobilised when it is not attached to a towing motor vehicle
- h. to Goods following theft from a Conveyance or locked carrying compartment unless there is evidence of forcible entry into the Conveyance
- i. to Goods as a result of theft or any attempted theft by, or in collusion with, any members of Your staff or household or persons working or residing with You
- j. to Goods caused directly or indirectly by war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by, or by the order of, any government, public or local authority
- k. to Goods directly or indirectly:
  - i. caused by strikers, locked-out workmen, persons taking part in labour disturbances, riots or civil commotions
  - ii. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - iii. caused by any terrorist or any person acting from a political motive.

## **I. Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons**

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

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 1.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.
- v. any chemical, biological, bio-chemical, or electromagnetic weapon.

This clause I. above shall be paramount and shall override anything contained in this Policy inconsistent therewith.

## **m. Marine Cyber Endorsement - LMA5403 11/11/19**

1. Subject only to clause 3 below, 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 use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of this Policy to which this clause attaches, the indemnity otherwise recoverable by this Policy 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 used as a means for inflicting harm.
3. Where this clause is endorsed on a Policy 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, clause 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.

# CONDITIONS OF THIS POLICY

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## 1. Australian law & jurisdiction

This Policy is governed by the laws of Australia. Any disputes relating to this Policy will be determined in accordance with the Law of the state or territory of Australia in which the Policy was issued and will be subject to the exclusive jurisdiction of the courts of Australia.

## 2. Cancellation

At any time, You may cancel this Policy by giving Us notice in writing.

We may cancel this Policy only when permitted by the Insurance Contracts Act 1984 or the Marine Insurance Act 1909 to do so.

Upon cancellation We will refund a pro rata proportion of the Premium received by Us. When the Premium is based on turnover or other variable amount that is required to be declared to Us the refund of Premium will be made after the turnover or other variable amount has been declared to Us and the Premium adjusted.

## 3. Acquired Companies

This Policy is extended to include any company, subsidiary company or firm formed or purchased by You during the Period of Insurance provided that:

- i. You hold a controlling interest or have agreed to accept responsibility for Cover
- ii. You advise Us of the existence of the company or from not later than twenty one (21) days from the date of signing the purchase contract or date of formation
- iii. You declare to Us the past claims history of the acquired company
- iv. You agree to the additional conditions and Premium required by Us.

## 4. Alteration of Risk

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the Goods carried) in a way that would increase the risk of 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.

## 5. Reinstatement Process

The amount We are required to pay You under this Policy is limited to the amount in the Policy Schedule, under Sum Insured and / or Limit of Liability. This amount will be reduced by any claims which We pay. Reinstatement of the original amount specified in the Policy Schedule shall be subject to payment of the appropriate additional Premium (where applicable), by the required date for payment.

## 6. Benefit of Insurance

The carrier or any other person(s) who have charge of the Goods cannot claim any benefit under this Policy.

## 7. Other Insurance

If, at the time of any loss, any other policy exists which may also cover the loss, You must inform Us of the details of such policy.

# CONDITIONS OF THIS POLICY

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## 9. Third Party Interests

You must inform Us of the interest of all third parties (e.g. financiers or lessors) to be Covered by this Policy. We protect the interest of third parties only if You have informed Us of them and their interest(s) are noted in the Policy Schedule.

## 10. 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.

## 11. 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.

## 12. 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.



# CLAIMS RESPONSIBILITIES OF THIS POLICY

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Following an event that is likely to give rise to a claim under this Policy, You must take the following steps:

## 1. Immediate action

- a. Take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by Us)
- b. Inform the Police as soon as possible after a theft or malicious damage is discovered

## 2. Notification

- a. Inform Us what has happened
- b. Submit to Us details of the loss in writing and all relevant correspondence and documents (as detailed in Claims documentation below) as soon as possible

## 3. When other parties may be liable

When another person or persons may be liable to You for the loss, damage or liability, You must not agree to release them from liability.

## 4. Subrogation

We, in circumstances in which We pay a claim under the Policy, may exercise all Your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in Your name and have full discretion in the exercise of Your legal rights. You must provide all reasonable assistance in any recovery action We commence or defence We undertake on Your behalf.

## 5. Waiver and abandonment

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 Us or You.

## 6. Claims documentation

To enable claims to be dealt with promptly, please submit all available supporting documents without delay including (where applicable):

- a. invoice for replacement of the Goods if they cannot be repaired or they have been stolen
- b. invoice for repairs if the Goods can be repaired
- c. detailed ages of Goods (Tools of Trade only) that cannot be repaired or have been stolen together with copies of the original purchase invoices if available
- d. copies of correspondence exchanged with other person(s) regarding their liability for the loss or damage.

## 7. General average

In the event of a General Average contribution arising under this Policy, contact Us before signing any General Average bond.

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

## 8. Fraudulent claims

If any claim is fraudulent or false in any respect, We may refuse to pay the whole or part of the claim to the extent permitted by law. We may also be entitled to cancel this Policy as if it never existed and You did not have Cover.





**NATIONAL OFFICE**

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