



Transit*plus*

Accidental Damage Information and Policy Wording



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IMPORTANT INFORMATION

General Product Information

This General Product Information (GPI) provides general information only, and should be read in conjunction with the attached Policy document (Policy). The GPI and Policy contain important information which you should read carefully before deciding to take out any insurance cover.

Policy Terms and Conditions

The information contained in this GPI is general information only and does not form part of your contract with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. The GPI and the Policy are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider.

Duty of Disclosure – what We need You to tell us

Before You enter into a general insurance contract, You have a duty under both the **Insurance Contracts Act 1984** and the **Marine Insurance Act 1909**, to disclose to the insurer every matter that You know, or could reasonably be expected to know, is relevant to the insurer's decision whether to insure You and if so, upon what terms. You have the same duty before You extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- Reduces the risk to the insurer;
- Is of common knowledge;
- The insurer knows, or in the ordinary course of its business, ought to know; or
- Where compliance with this duty is waived by the insurer.

If You fail to comply with this duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the insurer may be entitled to cancel the contract from its beginning.

Non-disclosure

Where the Marine Insurance act 1909 applies:

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

Where the Insurance Contracts Act 1984 applies:

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or, in certain circumstances, we may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Underinsurance

We require you to insure for the full value of maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with either policy wording or the Marine Insurance Act 1909 where applicable, which takes into account the degree of underinsurance.

Privacy

Your Privacy

In the course of providing insurance and processing insurance claims, Chubb needs to collect personal information about persons Chubb insures and persons associated with insured persons. If You do not give Chubb this information, Chubb may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988, Chubb's privacy policy statement contains the information required to be given to persons about whom Chubb collects personal information.

Our Privacy Policy

Our privacy policy statement is readily available on Our website at www.chubbinsurance.com.au.

Your access to Your personal information

You can request access to personal information which Chubb holds about You. Your rights to access and Chubb's rights to refuse access are set out in the Privacy Act 1988.

Chubb's use of personal information

Chubb may at any time use personal information it collects about You for any of the following purposes:

- To provide a quotation or assess a proposal for insurance.
- To provide, amend or renew an insurance policy.
- To respond to a claim.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information may be obtained from APRA – www.apra.gov.au or 1300 13 10 60.

The General Insurance Code of Practice

Chubb Insurance Company of Australia Ltd is a signatory to the General Insurance Code of Practice. The code aims to:

1. Promote more informed relations between insurers and their customers;
2. Improve consumer confidence in the general insurance industry;



3. Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. Commit insurers and the professionals they rely upon to higher standards of customer service.

For more information please visit the Code of Practice website, www.codeofpractice.com.au or follow the links from the Insurance Council of Australia's website at www.ica.com.au.

Marine Insurance Act & Insurance Contracts Act

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia, and as such shall be subject to the Commonwealth *Marine Insurance Act 1909* and the *Insurance Contracts Act 1984* where applicable. Nothing contained in this insurance is to be construed to reduce or waive, either the insured's or Chubb's privileges, rights or remedies available under either the *Marine Insurance Act* or *Insurance Contracts Act*.

How to Make a Claim

Please contact Chubb directly at Your closest office if You wish to make a claim or if You would prefer, Your Financial Services Provider can make a claim on Your behalf. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for us to consider Your claim are provided in the 'claims' section of Your Policy.

Cooling Off Period

You have twenty-one (21) days to consider the information contained in Your Policy, if your Policy is one which is under the Insurance Contract Act (Cth 1984). This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid.

To exercise this right You must notify Chubb in writing or electronically within twenty-one (21) days from the date Your Policy takes effect.

Cancelling your Policy

This Policy may be cancelled by You (if Your Policy permits) at any time by giving us notice in writing. We may cancel this Policy in accordance with the Insurance Contracts Act (Cth 1984). Should We or You cancel Your Policy We shall retain a pro rata proportion of the premium for the time the Package has been in force.

Dispute Resolution

The following standards apply to all complaints handling.

1. We will conduct complaints handling in a fair, transparent and timely manner.

2. We will make available information about Our complaints handling procedures.

3. We will only ask for and take into account relevant information when deciding on Your complaint.

4. You will have access to information about You that We have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.

5. Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.

6. We will respond to complaints within fifteen (15) business days provided We have all necessary information and have completed any investigation required.

7. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot agree, We will treat Your complaint as a dispute and We will provide information on how You can have Your complaint reviewed by a different employee who has appropriate experience, knowledge and authority.

8. We will keep You informed of the progress of Our response to the complaint.

9. When We notify You of Our response, We will provide information on how Our response can be reviewed by a different employee who has appropriate experience, knowledge and authority.

10. If You tell us You want Our response reviewed, We will:

a) Treat it as a dispute;

b) Notify You of the name and contact details of the employee assigned to liaise with You in relation to the dispute; and

c) Respond to the dispute within fifteen (15) business days provided We receive all necessary information and have completed any investigation required.

11. In cases where further information, assessment or investigation is required We will agree reasonable alternative time frames. If We cannot reach agreement You can report Your concerns to the Financial Ombudsman Service (FOS).

12. We will keep You informed of the progress of Our review of Your dispute at least every ten (10) business days.

13. We will respond to Your dispute in writing giving:

a) Reasons for Our decision;

b) Information about how to access available external dispute resolution schemes; and

c) Notify You of the time frame within which You must register Your dispute with the external dispute resolution scheme.

14. If We are not able to resolve Your complaint to Your satisfaction within forty-five (45) days (including



Transitplus – Accidental Damage Local Transit Cover

both the complaint and internal dispute resolution process referred in this section of the Code), We will inform You of the reasons for the delay and that You may take the complaint or dispute to Our External Dispute resolution scheme even if We are still considering it (and provided the complaint or dispute is within the scheme's Terms of Reference). We will inform You that You have this right and details of Our External Dispute Resolution scheme before the end of the forty-five (45)-day period.

15. Chubb subscribes to the independent external dispute resolution scheme administered by the FOS. The FOS is available to customers and third parties who fall within the Terms of Reference of FOS. Claims under the Marine Insurance Act 1909 do not fall under the FOS Terms of Reference.

16. External dispute resolution determinations made by FOS are binding upon us in accordance with the Terms of Reference.

17. Where the FOS Terms of Reference do not extend to You or Your dispute, We will advise You to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available to You.

You can contact the FOS in the following ways:

- By Phone: 1300 78 08 08
- By Mail: Financial Ombudsman Service
GPO Box 3, Melbourne, VIC 3001

Information on the FOS may be obtained from its website at www.fos.org.au

Additional Information

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit www.codeofpractice.com.au for more information about the Code.

The Policy is issued by Chubb Insurance Company of Australia Ltd

Our Website can be visited at
www.chubbinsurance.com.au

This Product is dated 15 September 2011



Definitions

In this Policy certain words have special meanings. They are capitalised wherever they appear in the Policy.

These words are:

- “You” or “Your”** means the Insured named in the Schedule.
- “We” or “Our” or “Us” or “the Company”** means the insurer Chubb Insurance Company of Australia Limited ABN: 69003710647 AFSL No: 239778
- “Conveyances”** means any ship, vessel, aircraft, postal service, rail and road transport used to transport the insured Goods.
- “Deductible”** means the amount You must pay towards a claim, as specified in the schedule.
- “Demurrage”** means a charge for the undue detention of shipping containers charged by the owner of the containers.
- “Goods”** means the Goods and merchandise identified in the Interest Insured part of the Schedule. Unless specifically listed in “Interest Insured”, or agreed in writing by Us, Goods does not include:
- (a) domestic furniture, household goods, personal effects
 - (b) frozen and/or chilled meat, seafood or foodstuffs
 - (c) works of art or antiques
 - (d) precious metals and stones, money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money
 - (e) plant, machinery and computers (which are not the primary insured goods) where the limit of any one conveyance or location exceeds \$25,000.
- “GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition”** have the same meaning as contained in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.
- “Indemnity Value”** means the value of the Goods immediately prior to the occurrence of any loss
- “Insured Transit”** means the transits specified within the geographic limits set out in the schedule.
- “Insured Value”** means the value of the Goods as defined by the basis of valuation detailed within the schedule
- “Limit of Liability”** means the limit of liability specified in the schedule.
- “Loading”** commences when the Goods are first moved for the purpose of placing on to the conveying vehicle for the immediate commencement of transit and terminates when the Goods have been placed on the conveying vehicle.



Transitplus – Accidental Damage Local Transit Cover

“Net Recovery”	means the total amount recovered less costs incurred in pursuing such recovery.
“Packaging”	means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to You or for which You are responsible.
“Policy”	means this Policy wording, the current schedule, and any endorsement, all of which are to be read together.
“Premium”	means the premium specified in the Schedule, and any adjustment or endorsement premium and includes applicable taxes and government charges specified in the Schedule.
“Ship, “Vessel”, “Seaworthiness”, “Ship Owner”, or “Vessel Owner”	also means aircraft, airworthiness and aircraft owner.
“Taxable Percentage”	means Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.
“Unloading”	commences when the Goods are first uplifted from the conveying vehicle at the destination and terminates when the Goods are first placed on the ground or elsewhere at the final destination whichever shall occur first.



Policy Schedule

POLICY NUMBER: TBA

We agree, in consideration of payment of the premium specified in the Schedule, to insure against loss, damage or expense on the terms and conditions of the Policy.

INSURED	Foxtel Contractors and its related bodies corporate, as defined by section 9 of the <i>Corporations Act 2001</i> , controlled entities and other entities for which You have assumed an obligation to arrange insurance (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests.
PERIOD OF INSURANCE	From TBA 4pm(EST) to TBA 4pm(EST) inclusive
INTEREST INSURED	This insurance is upon lawful Goods and merchandise consisting of: Stock and Tools of Trade
CONVEYANCE	Per land conveyances and/or aircraft and/or registered post and/or steamers and/or power vessels subject to Institute Classification Clause 1.1.01
GEOGRAPHICAL LIMITS	Transits within the territorial limits of Australia and whilst stored in the Insured vehicle.
CONDITIONS OF COVER	<p>Subject to the terms and exclusions detailed herein, this Policy covers accidental physical loss of or damage to Goods during transit including:</p> <ul style="list-style-type: none">• that caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions; and• damage caused by persons acting maliciously unless caused or directed by the Insured.• vessel or craft being stranded, grounded, sunk or capsized• general average sacrifice• jettison <p>Transit cover excludes Loss or damage caused by theft or attempted theft which does not involve entry to a vehicle by forcible and violent means</p> <p>Static cover excludes:</p> <ul style="list-style-type: none">• Mysterious disappearance, unexplained or inventory shortage• The interest undergoing any process of manufacture, conversion, treatment and the like• Loss or damage caused by theft or attempted theft of Property in the open air• Loss or damage caused by theft or attempted theft which does not involve entry to or exit from a building by forcible and violent means
DURATION	<p>Cover under this Policy commences at the time the Goods leave the warehouse or place of storage for the commencement of the transit, and continues during the ordinary course of transit and terminates either upon:</p> <ol style="list-style-type: none">1. delivery to the consignees' or other final warehouse or place of storage at the final destination;2. on delivery to any other warehouse or place of storage, whether prior to or at the final destination, which You elect to use either; <ul style="list-style-type: none">• for storage other than in the ordinary course of transit• for allocation or distribution <p>whichever shall first occur.</p>



**Transitplus – Accidental Damage
Local Transit Cover**

BASIS OF VALUATION Replacement Cost if 2 Years of age or less
Market Value at date of Loss if over 2 Years of age

LIMIT OF LIABILITY \$20,000 Any one Vessel, Conveyance and/or Location
(\$10,000 Stock and \$10,000 Tool of Trade)

DEDUCTIBLE \$250 each and every claim

MINIMUM & DEPOSIT PREMIUM As Agreed

Signed for and on behalf of Chubb Insurance Company of Australia (hereinafter called the Company).



**CHUBB INSURANCE COMPANY OF
AUSTRALIA LIMITED**
ABN 69 003 710 647 AFS 239778

Authorised Representative

Date



GENERAL CONDITIONS

- Accumulation of Goods** The limits of liability expressed herein shall not apply in the event of accumulation of shipments in one port or place during transit due to circumstances outside Your control.
- We agree to cover the excess amount up to the full value at risk, provided notice be given in all such cases as soon as known to You, but in no event shall liability exceed double the limits of liability expressed herein.
- Airfreight Expenses** In the event of loss or damage to the Goods caused by an insured peril, We will pay the cost of airfreighting the damaged parts to manufacturers for repairs plus the cost of airfreighting replacement or refurbished parts from the manufacturers or suppliers to destination, notwithstanding that the Goods were not originally despatched by airfreight. This clause is limited to 20% of the Insured Value of the Goods but subject to the Basis of Valuation contained in this Policy.
- Alteration of Risk** Should there be any change in the circumstances or nature of the risk which are the basis of this contract You must give immediate notice thereof to Us and no claim arising subsequent to such change shall be recoverable hereunder until such changes have been accepted in writing by Us.
- Apportionment of Recovery** It is hereby agreed that all Net Recoveries obtained hereunder from third parties will be shared with You in the same proportion as the deductible bears to the original claims payment.
- Australian Jurisdiction** This Policy is subject to Australian law and the jurisdiction of applicable Australian courts.
- Authorisation given to the Company by the Insured** We may give 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.
We may examine Your books and records as far as they relate to the Goods under this Policy at any time whilst this Policy is in force and for twelve months after termination.
- Brands and Trademarks** In the event of loss and/or damage to Goods bearing embossed or indented brands or labels or other permanent markings identifying You as the manufacturer thereof, or having any exclusive and/or secret formula therein, the Goods shall be retained by You to dispose of as You see fit provided a reasonable allowance is agreed for the value of such interest.
- Benefit of Insurance** This Policy shall not inure to the benefit of the carrier or other bailee.
- Civil Authority** Notwithstanding anything contained in this Policy, it is understood and agreed that the Goods are also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by war perils elsewhere excluded herein.
- Consolidation** This Policy shall cover the Goods in transit to the premises of any packers:
(a) whilst there being packed and awaiting shipment; and
(b) in transit to final destination.
- Up to a maximum of thirty (30) days from delivery to the packers.
Any subsequent transit of the Goods from the packer's premises shall not be covered unless a written request for an extension is received by Us prior to or at the expiry of the thirty (30) days.
- Container Demurrage Charges** This Policy shall cover Demurrage charges and/or late penalties assessed against, and paid by, You for late return of containers when such containers are retained by You at Our instruction for inspection by Our surveyor in investigation of loss or damage recoverable under this Policy.
- The time period for which We shall be liable for such charges and/or penalties shall begin at the time We instruct You to retain the containers for inspection and ends at the time Our surveyor instructs You to return the containers.



Transitplus – Accidental Damage Local Transit Cover

Debris Removal

In the event of loss and/or damage by an insured peril to the Goods and notwithstanding Our liability to pay a total loss, it is agreed the cover provided by this Policy extends to include the cost of removal and/or disposal of damaged and/or deteriorated and/or contaminated Goods limited to a maximum of A\$60,000 for any one incident. This extension will only cover costs incurred that relate to the Goods provided such costs are not recoverable under any other policy of insurance.

Deliberate Damage - Pollution Hazard

This Policy is extended to cover, whilst the Goods are on board a waterborne conveyance and following an accident or occurrence insured hereunder, and provided the Goods sustain physical loss or damage as a direct result of such accident or occurrence, physical loss of, or damage to, Goods directly caused by governmental authorities acting to prevent or mitigate a pollution hazard or threat thereof, provided such government action results in a claim covered under this Policy. This clause shall not increase the Limit of Liability provided for in this Policy

Exhibition

This Policy covers accidental loss of, or damage to Goods whilst on exhibition and/or demonstration, anywhere within the areas described in the Voyages section of the Schedule, including transit to and from the exhibition or demonstration site, and incidental storage connected therewith, up to a maximum sum insured of \$A150,000 for any one location or transit.

Excluding;

- electronic, electrical and/or mechanical derangement.
- delay, loss of market and inherent vice.
- wear and tear, gradual deterioration and depreciation.
- infidelity or any dishonest act or negligent handling of the Goods by You, Your employees or others to whom the Goods may be entrusted (carriers for hire excepted)
- loss or damage occurring more than thirty (30) days after commencement of the exhibition or demonstration.

General Average

For the purpose of claims for general average contributions and salvage charges recoverable under this Policy, the Goods shall be deemed to be insured for their full contributory value irrespective of any Policy deductible.

General average deposits shall be payable on production of general average deposit receipts.

You must not sign any average bond or pay any general average deposit without first communicating with Us.

Labels

In case of damage affecting labels, capsules or wrappers, We shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning and/or relabelling the Goods. In no event shall We be liable for more than the Insured value of the damaged Goods.

Landing, Warehousing and Forwarding Charges

Where, as a result of the operation of a risk covered by this Policy or as a result of insolvency or financial default of the owners, charterers, managers or operators of the Vessel the Insured Transit is terminated at a port or place other than that to which the Goods are covered under this Policy, We will reimburse You for any extra charges properly and reasonably incurred in unloading, storing, and forwarding the Goods to the destination to which it is insured hereunder to a limit of A\$10,000.

This extension, does not apply to general average or salvage charges and is subject to the Insolvency Extension contained in Conditions Applicable to Section 1 – Import/Export.

Internal Transit Loading / Unloading

This Policy is extended to cover Goods during the Loading and Unloading operation subject to the Duration Clause above.



Transitplus – Accidental Damage Local Transit Cover

Loss of Information/Data/Media

This policy is extended to include all claims for loss of information/data/media where there is external visible evidence of damage from an insured event.

The amount We will pay will be the reasonable cost of rewriting the information or data.

Subject to a limit of \$10,000 any one loss or series of losses arising from the one insured event, unless otherwise specified in the Policy Schedule and provided these costs are not recoverable under any other Policy of insurance.

On Deck Shipments

Unless otherwise agreed, all deck cargo shall be subject to the Institute Cargo Clauses (C) including the risk of jettison and loss overboard of whole or part of the deck cargo excepting that Goods carried in containers on deck will be covered on the same conditions as under deck cargo.

Other Insurance

If in respect of any claim under this Policy You are entitled to indemnity under any other policy of insurance, then We shall not be liable to pay or contribute under this Policy more than Our rateable proportion of any compensation cost, charges and expenses.

You shall, prior to commencement of this Policy and at all times during the currency of the cover, keep Us advised of any other policy of insurance in respect of the Goods.

Overcarried

Should any Goods be over-carried this Policy extends to cover the Goods until return to the original port of destination.

Packing

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of preparation of the Goods, We hereby agree that We will not use the alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than You and the insufficiency or unsuitability arose entirely without Your knowledge.

For the purpose of this clause “packing” shall be deemed to include stowage in a container and/or other similar intermodal methods of unit load.

Packaging

This Policy extends to cover accidental loss of, or damage to, Packaging while carried in transit subject to a limit of \$50,000 for any one loss or series of losses arising from the one insured event, unless otherwise specified in the Schedule and provided the costs are not recoverable under any other insurance policy.

Premium Adjustment

The Premium stated in the Schedule is provisional and is calculated on Your estimate of the total value of Goods to be shipped or carried during the period of insurance.

Within thirty (30) days of the expiration of the period of insurance, You must declare the actual total value of Goods shipped or carried during the period of insurance and the Premium shall be adjusted accordingly.

We shall be entitled to retain a minimum Premium calculated on Your provisional estimate of total value of Goods to be shipped or carried.

Repacking Costs

This Policy is extended to cover Goods in the event of the original shipping packages arriving at the final destination in a visibly damaged condition where the damage arises from a peril insured against. The costs of replacing such packages will be paid by Us in those instances where it is an established custom of Yours and/or consignee's trade to deliver the Goods to the final customer's premises in the original shipping packages.

This agreement is subject to such costs being approved and agreed by the surveyor appointed by Us to inspect the damaged Goods in accordance with the requirements of this Policy or of any certificates of insurance issued hereunder.



Transitplus – Accidental Damage Local Transit Cover

Resecuring Goods	<p>This Policy covers, in the event of an insured peril, all reasonable costs and expenses necessarily incurred in resecuring Goods following movement in transit. This clause applies whether or not a claim is made as a result of the incident provided the incident was outside Your control and the resecuring is not necessary as a result of any omission by You, subject to a limit of \$5000 for any one incident, unless otherwise specified in the Schedule and provided these costs are not recoverable under any other policy of insurance.</p>
Secondhand Machinery Replacement	<p>Replacement Cost - which shall be</p> <ul style="list-style-type: none">(i) Where the property is lost, non delivered or destroyed, the replacement thereof shall be by similar property in a condition equal to but not better or more extensive than its condition when new.(ii) When the property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new. <p>In any event, replacement cost not to exceed the sum insureds as noted in the schedule forming part of this policy.</p>
Shut-out Goods	<p>In the event of Goods being “shut-out” from the vessel declared, this Policy extends to cover Goods whilst waiting on a wharf, quay or pier including incidental transfer for a period of up to 60 days. This period may be extended following written request to the Company.</p>
Strikes Diversion/forwarding charges	<p>This Policy will pay any additional reasonable expenditure incurred by You where as a result of shipowners, charterers or managers exercise a liberty granted to them by a contract of affreightment solely as a result of strikes, riots, civil commotions, lockouts or labour disturbances:</p> <ul style="list-style-type: none">(a) The goods are overcarried to or discharged at a port other than the scheduled port of discharge under the contract of affreightment;(b) Additional expenditure is necessarily incurred in unloading, storing and forwarding the goods to the final destination. <p>The additional expenditure is payable irrespective of any other loss whether totally or partially recoverable under this Policy. However, We will not be liable for any claims unless the liberty referred to in this clause is exercised within fifteen (15) days of midnight on the day on which the strikes, riots, civil commotions, lockouts or labour disturbances cease to be in active operation.</p> <p>The maximum amount We will pay under this clause is \$25,000 for any one loss or series of losses arising from the one insured event.</p>
Subrogation	<p>Any person claiming under this Policy shall at Our request and expense do and agree to permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any loss or damage under this Policy.</p> <p>If We make any recovery as a result of such action, You may only recover from Us any amount by which the amount recovered by Us exceeded the amount paid to You by Us in relation to the loss.</p>
Termination of Transit (Terrorism) 1.1.02	<p>This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith.</p> <p>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:</p> <p>either</p>



**Termination of Transit
(Terrorism) 1.1.02**

- 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 Assured 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 sixty (60) days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
 - 1.5 in respect of air transits, on the expiry of thirty (30) days after unloading the subject-matter 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 .
 - 3 This clause is subject to Australian law and practice.



GENERAL EXCLUSIONS

This Policy does not cover

- loss damage or expense attributable to Your wilful misconduct
- loss damage or expense caused by inherent vice or nature of the Goods
- ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the Goods
- loss damage or expense proximately caused by delay even though the delay was caused by a peril insured against
- loss of market, or consequential loss of any description
- loss damage or expense caused by mechanical, electrical or electronic breakdown or derangement unless caused by an insured peril
- loss damage or expense caused by rust, oxidation and/or discolouration unless caused by an insured peril
- loss damage or expense directly or indirectly caused by the use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel
- loss damage or expense arising from insolvency or financial default of the owners, charterers, managers or operators of the vessel or land conveyance where You are unable to show that, prior to the Loading of the Goods on the carrying conveyance, all reasonable practicable and prudent measures were taken by You, Your servants and agents, to establish the financial reliability of the party in default
- loss damage or expense whilst the Goods are on land caused by:
 - (a) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - (b) capture, seizure, arrest restraint, or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - (c) derelict mines torpedoes bombs or other derelict weapons of war

Institute Cyber Attack Exclusion 10/11/2003

- 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.

Institute Radioactive Contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons Exclusions 10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- 1 In no case shall this insurance 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



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- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the applicable jurisdiction, European Union, United Kingdom or United States of America.



CLAIMS

How much the Company will pay

Subject to the terms and conditions, Basis Of Valuation, Limit Of Liability and exclusions of this Policy, payments will be the lesser of:

- the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage; or
- the cost of replacing the Goods with similar items of the same age and condition or as near as possible to that age and condition; or
- the actual value of the Goods at the time of loss,

including any additional charges as specified in the Basis of Valuation.

How the Goods and Services Tax (“GST”) affects payment We make

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

When We pay a claim, Your GST status will determine the amount We pay when You are:

- (a) not registered for GST, the amount We pay is the Limit of Liability or the other limits contained in this Policy including GST.
- (b) registered for GST, We will pay the Limit of Liability or the other limits contained in this Policy including any liability You have 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 reduce the GST amount We pay to You by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

Insured Action

In the event of loss or damage, giving rise to a claim under this Policy, You must take the following actions:

- (1)
 - (a) If the loss or damage is apparent at the time of taking delivery, or the condition of the Goods is in doubt You must :
 - not give a clean receipt but either clause the receipt, or make written protest if a clean receipt cannot be avoided.
 - immediately hold the carriers, bailees or other third parties responsible by a written notice of intention to claim and demand a joint survey with their representatives.
 - (b) If the loss or damage is not apparent at the time of taking delivery, You must lodge an intention of claim against the carriers bailees or other third parties within 3 days of delivery and demand a joint survey with their representatives.
- (2) As soon as possible notify Us or the nominated party stipulated in this Policy or in the Certificate of Insurance issued in accordance with this Policy, of the actions taken.
- (3) In all cases take such measures as may be reasonable for the purposes of averting or minimising such loss.
- (4) Inform the police as soon as possible after a theft is discovered.



An independent surveyor may be required to carry out a survey solely or jointly with carrier's, bailee's or third parties' representatives on Our instruction. It is understood and agreed that reasonable expenses incurred and fees charged in respect of that survey will be borne by Us whether or not a claim is made under the Policy, subject to the "Survey Fees" clause contained herein.

Claims Documentation

Following an event leading to a claimable loss, You are requested to provide the following information where relevant, to assist in the processing and validation of Your claim:

- Original Policy or certificate of insurance.
- Original bill of lading, airway bill, consignment note or other contract of carriage.
- Original or copy commercial invoices or other documents evidencing value.
- Delivery docket and weight notes at final destination.
- Survey report or other documentary evidence to prove the extent of loss or damage.
- Correspondence exchanged with the carrier, bailee, or other third parties regarding their liability for the loss or damage.

Failure to comply with the requirements of this clause may prejudice any claim under this Policy.

Damage Claim Repairs

In respect of damage claims , where You are appointed to effect repairs on Our behalf, it is agreed that such repair costs shall be based on Your normal commercial rate for such repairs including Your normal element of profit.

Fraudulent Claims

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used to obtain any benefit under this Policy or if any loss, destruction or damage be occasioned by Your willful act or with Your connivance, benefits under this Policy may be forfeited.

Sorting Charges

It is agreed that, in the event of any consignee and / or You complying with the surveyor's instructions to separate shipping packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be borne by Us whether or not a claim is made under the Policy.

CANCELLATION

Cancellation

- You may cancel this Policy by giving Us notice in writing at any time.
- We may cancel this Policy only when permitted to do so by section 60 of the Insurance Contracts Act.
- Following cancellation an appropriate refund of the Premium will be calculated.