



QBE Insurance (Australia) Limited

# 'Floor to floor' single transit accidental damage

Marine insurance policy

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## Single Transit 'Floor to Floor' Accidental Damage Policy

### Insurers

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street, Sydney NSW 2000.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## Important Information

### Duty of disclosure

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that 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 Marine Insurance Act 1909 (Cth) 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 (Cth) 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.

### The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

### Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

## Section 1 – Definitions

When used in this Policy, the following words have a special meaning assigned to them, as follows:

Word or term	Meaning
Accident, accidental	any occurrence or event which arises during the transit which results in loss or damage to the goods which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the goods.
Goods	the interest insured as specified in the Policy Schedule.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the insured specified in the Policy Schedule.

## Section 2 – The insurance contract

We agree to provide insurance as described in this Policy subject to the terms, limitations, exclusions and conditions contained in or endorsed on or otherwise expressed in the Policy.

This insurance is in consideration of the insured named in the Policy Schedule:

- having paid or agreed to pay the premium to us,
- providing to us a written application.

The Policy Wording, Policy Schedule (which expression includes any Policy Schedule substituted for the original Policy Schedule) and endorsements (if any) are to be read together.

## Section 3 – The transit

### Goods other than livestock and motor vehicles

During the period of insurance:

- cover commences from the time the goods are picked up inside the warehouse/premises or place of storage for loading onto the conveying vehicle,
- cover terminates when the goods are placed and/or positioned inside the receiver's or other designated warehouse or premises.

### Livestock

During the period of insurance:

- cover commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle,
- cover terminates when the livestock exit the loading ramp adjacent to the conveying vehicle at the receiver's or other designated warehouse or premises.

### Motor vehicles

During the period of insurance:

- cover commences when the motor vehicle's wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle,
- cover ceases when the motor vehicle is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

### The cover

The cover granted under this 'Transit' clause is subject to:

- the conveying vehicle departing for destination within forty eight (48) hours of the commencement of loading – if this period is exceeded cover ceases until the conveying vehicle actually departs for destination;
- the placement or positioning of the goods within the warehouse or premises being:
  - directly associated with the transit, and
  - completed within forty eight (48) hours of the conveying vehicle's arrival,
- the exclusion of the risks of dismantling, re-assembly and testing of goods.

## Section 4 – Accidental damage cover

Subject to the exclusions and general conditions listed in Sections 5 and 6, this Policy covers:

### 1. Goods – Non-refrigerated

This insurance covers accidental loss of or damage to the goods during transit.

### 2. Refrigerated goods

This insurance covers accidental loss of or damage to the goods in transit, but excluding loss or damage resulting from any variation in temperature unless the variation in temperature is directly caused by:

fire, lightning, explosion and/or flood,

collision, jack-knifing, overturning and/or derailment of the conveying vehicle,

crashing and/or forced landing of the conveying aircraft, or

accidental malfunction of the refrigerating machinery for a period of not less than four (4) consecutive hours or for the period specified in the Policy Schedule, whichever is the longer period.

### 3. Livestock

This insurance covers death of animals caused by an accident or by natural causes during transit, provided that:

- the animals are in a good state of health prior to loading, and
- the animals are fit for travel.

Cover is extended to include the risks of humane killing of livestock when necessary as a result of an accident or natural causes during transit.

### Insufficiency of packing clause

This insurance excludes loss of or damage to the goods caused by the insufficiency or unsuitability of packing or preparation of the goods for the transit unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of them in the normal course of your business.

### Shut-out clause

In the event of the goods being 'shut-out' from the conveyance at an intermediate place during the course of transit, this insurance covers the goods whilst waiting for an alternative conveyance provided the goods are stored in a secure area, but excluding any loss or damage caused by delay.

### Strikes and riots

This insurance covers loss of or damage to the goods caused by strikers, locked out workers or persons taking part in labour disturbances, riots, civil commotions or damage caused by persons acting maliciously.

## Section 5 – Additional benefits

Subject to the exclusions and general conditions listed in Sections 5 and 6.

### Agistment expenses – Livestock only

We will pay all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in the aggregate for any one (1) loss or series of losses caused by the one (1) event.

### General average and salvage clause

If your goods are being transported by sea between Australian ports and a general average is declared, this Policy extends to cover the full costs of the general average and/or Salvage contribution irrespective of the amount insured being less than the contributory value.

### Mustering costs – Livestock only

We will pay all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in total for any one (1) loss or series of losses caused by the one (1) event.

### Packaging

This insurance covers accidental loss of or damage to packaging while carried in transit caused by an insured event. Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

'Packaging' means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to you or for which you are responsible.

### Overcarried clause

Should the goods be over-carried to a different destination, this insurance covers the goods until returned to the original destination.

### Removal of debris/Clean-up costs

This insurance covers all reasonable costs and expenses incurred in unloading, removing and disposing of damaged goods and clean-up of the accident site after the occurrence of an insured event. Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

Where dangerous goods are specified in the Policy Schedule this removal of debris/clean-up costs benefit does not apply.

## Re-securing

This insurance covers all reasonable costs and expenses incurred in re-securing the goods where there has been movement of the goods in transit, which makes re-securing necessary, even though there may be no claim resulting from the incident provided these circumstances were outside your control and you could not reasonably be expected to have knowledge of them in your normal course of your business.

Subject to a limit of \$5,000 any one (1) incident, unless otherwise specified in the Policy Schedule and provided these costs are not recoverable under any other policy of insurance.

## Transfer/onforwarding clause

Where, due to an event covered by this insurance, the transit is terminated short of the intended destination this insurance covers all reasonable costs incurred in transferring, storing and forwarding the goods to the original destination in Australia. This extension does not include costs incurred due to your insolvency or financial default.

## Wandering off clause – Livestock only

This insurance covers loss of animals due to 'wandering off' from the scene of an accident caused by an insured event.

Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event.

## Section 6 – Exclusions – Applicable to all sections

This insurance does not cover any loss or damage:

1. To property other than the goods specified in the Policy Schedule.
2. To goods caused by your wilful act or the wilful act committed by someone with your knowledge or connivance.
3. To goods caused by delay, rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an insured event).
4. Caused by a reduction in value of goods because of repairs.
5. Caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods.
6. Caused by inherent vice or nature of the goods (other than refrigerated goods due to variation in temperature as provided in Section 3).
7. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay.
8. Caused by the failure of you or your employees to take all reasonable precautions to ensure that refrigerated goods are kept in refrigerated, or where appropriate, properly insulated and cooled space.
9. To goods caused by rust, oxidization and/or discolouration unless caused by an insured event.
10. To goods caused by electronic, electrical or mechanical failure unless caused by an insured event and there is visible external physical damage.
11. To goods caused directly or indirectly by war, acts of war (whether 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.
12. To goods caused directly or indirectly by ionization, radiation, radioactive material, nuclear process or from nuclear weapons material.
13. Arising from the theft of goods when in your custody or control if the conveying vehicle or building and/or premises used for temporary storage during the normal course of transit are not securely locked when unattended.
14. To motor vehicles/machinery driven under their own power or whilst being towed other than during loading and unloading operations.
15. To personal effects or tools or other goods left in motor vehicles/machinery.
16. To motor vehicles/machinery caused by personal effects or tools or other goods being left in the motor vehicles/machinery.
17. To windows or windscreens of motor vehicles/machinery caused by stone chips.
18. Or expense arising out of the insolvency or financial default of the carrier unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of it during the normal course of your business.
19. Where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

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

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- 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,
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos,
- any chemical, biological, biochemical, or electromagnetic weapon.

In addition, the following clause shall be paramount and shall override anything else contained in this insurance:

Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to within this Policy, it is agreed that in so far as this Policy covers loss of or damage to the goods insured caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the goods insured being in the ordinary course of transit and, in any event, shall terminate either:

A. as per Section 2 – The Transit, or

B. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this insurance, 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means, and/or
- putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

'Terrorism' shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

## Section 7 – General conditions – Applicable to all sections

### Alteration of risk

If there is any change in the circumstances or nature of the risks covered by this insurance, you must give us immediate notice or we may be entitled to reduce their liability under the contract to the extent they are prejudiced (which may reduce a claim to nil) unless we have agreed to the change in writing.

### Benefit of insurance

The carrier or any other bailee can not claim any benefit under this Policy. Your rights under this Policy are not prejudiced by any agreement exempting the carrier from liability.

### Law and practice

This insurance is subject to Australian federal law and practice.

### Third party interests

You must inform us of the interests of all third parties (e.g. financiers or lessors) to be covered by this insurance. The insurers protect the interests of third parties only if you have informed them and the interest(s) are noted in the Policy Schedule.

### Other insurance

This insurance does not cover any loss or damage which, at the time of the accident:

- is insured by, or
- would, but for the existence of this Policy, have been insured by

any other existing policy or policies except to the extent that the amount claimed exceeds the amount that would have been payable under the other policy or policies had this insurance not been effected.

### Warranties

Any warranties specified in the Policy Schedule are to be regarded as conditions of the contract of insurance.

### Underinsurance

We require you to insure for the full value or 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 the policy wording or the Marine Insurance Act 1909 where applicable, which takes into account the degree of underinsurance

## Section 8 – Claims

### How much we pay

The amount payable, at our option, will be either:

- the cost of repairing or replacing lost or damaged goods including freight costs, or
- the actual value of the lost or damaged goods at the time of loss (i.e. unless the goods were new an amount for depreciation and wear and tear will be deducted from the claim) including freight costs.

This amount will be subject to the limit of liability stated in the Policy Schedule.

### Brands/labels clause

In the event of loss of or damage to goods bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by you to dispose of as you see fit provided a reasonable allowance is agreed for the value of the goods.

Where only the labels of the goods are affected by an insured event, the amount payable by us is limited to the cost of reconditioning and the costs of relabelling.

### Excess

The amount stated in the Policy Schedule as the excess will be deducted from each and every claim.

### Limit of liability

Our liability is limited to the amount stated in the Policy Schedule for any one accident or series of accidents caused by the one event.

### New machinery replacement clause

Where loss or damage to any part or parts of an insured machine is caused by an insured event, the amount we pay will be:

- the cost of replacement or repair of the part or parts, and
- additional charges for forwarding and refitting.

Subject to our liability not exceeding the value of the complete machine.

### Pairs and sets clause

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set which is lost or destroyed even if it can not be replaced with a matching item. The value of the goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

### Secondhand replacement clause

Where the loss of or damage to the goods is caused by an insured event and new parts are used in replacement or repair, the amount we pay will be:

- the proportion of the cost of replacement parts lost or damaged as the amount insured bears to the value of an equivalent new unit, plus
- additional charges for forwarding and refitting the new part or parts if incurred.

Subject to our liability not exceeding the value of the goods.

## What you must do

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

### 1. Immediate action

- 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).
- Inform the police as soon as possible after a theft is discovered.

### 2. Notification

- Inform us of the event as soon as possible.
- Submit to us full written particulars as soon as possible.
- Send to us all correspondence and documents relating to the event.
- Provide or arrange for us to be provided with invoices, statements and other documents evidencing the amount of the loss.

### 3. When other parties may be liable

- When another party may be liable to you for the loss, damage or liability you must:
- not agree to release those parties from liability,
- hold that party liable by delivering a notice of intention to claim,
- in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.

### 4. When delivery is made by container

When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with the seals broken or damaged or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.

### 5. If the loss or damage was not immediately apparent

If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three (3) days of delivery.

### 6. Inform us

Inform us of the circumstances and let us have a copy of all relevant documents.

We 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.

Measures taken by you or us with the object of saving, protecting or recovering the goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## Claims documentation

To enable claims to be dealt with promptly, you are advised to submit all available supporting documents without delay, including where applicable:

1. Original contract of carriage, consignment note or other contract of carriage.
2. Original or a copy of shipping invoices, shipping specifications, weight notes, packing, lists, sales invoices or other documents evidencing value.
3. Survey report or other documentary evidence to show the extent of the loss or damage.
4. Delivery docket and weight notes at final destination.
5. Correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Important: Failure to comply with any of the conditions regarding claims procedures and documentation in this Policy may prejudice any claim you make.

## Other important details

### General average

In the event of a 'General average contribution arising under this Policy, contact us before signing any 'General average bond'.

### Fraudulent claims

If any claim is fraudulent or false in any respect we may refuse to pay all or part of the claim, to the extent permitted by law.

We may also be entitled to cancel this Policy.

## How the Goods and Services Tax affects any payments we make

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

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 sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, 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.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

