

Inland transit

Combined Policy Wording and
Product Disclosure Statement (PDS)

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374



Specialty

Coverholder at **LLOYD'S**

INLAND TRANSIT POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

Prepared on 21st August 2021

Any general advice that may be contained within this **Policy** Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account **Your** individual objectives, financial situation or needs. **You** need to decide if the limits, type and level of cover are appropriate for **You**.

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PART A – PRODUCT DISCLOSURE STATEMENT (PDS)

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We have simplified **Our** contact points so **You** can easily get in touch with **Us**.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
<p>General enquiries, including Policy questions and coverage, and Policy amendments. Any questions, just call or email.</p>	<p>1300 705 031 help@agileunderwriting.com</p>
<p>Cancelling Your Policy. You can cancel Your Policy at any time.</p>	<p>1300 705 031 cancel@agileunderwriting.com</p>
<p>Making a claim online. You can claim directly through Our online portal.</p>	<p>agileunderwriting.com/claims</p>
<p>Making a claim. Get in touch straight away and We can help.</p>	<p>1300 705 031 claims@agileunderwriting.com</p>
<p>Making a complaint. If You are not happy...We want to know.</p>	<p>1300 705 031 complaints@agileunderwriting.com</p>
<p>Family/Domestic Violence. For further information please visit https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/</p>	<p>1300 705 031 family@agileunderwriting.com In an emergency or you are not feeling safe, call 000</p>
<p>Support for customers experiencing vulnerability or financial hardship. For further information please visit https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/ https://www.agileunderwriting.com/claims-and-help/financial-hardship/</p>	<p>1300 705 031 hardship@agileundwriting.com</p>

2. ABOUT AGILE UNDERWRITING SERVICES

Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (**AGILE**) is a coverholder at Lloyd's and manages this **Policy** that is underwritten by Certain Underwriters at Lloyd's.

In this Product Disclosure Statement, “**We**”, “**Us**”, “**Our**” means **Agile Underwriting Services Pty Ltd**. **Our** contact details are:

Head Office:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Postal Address:	Level 5, 63 York St, SYDNEY NSW 2000 AUSTRALIA
Telephone:	1300 705 031
E-mail:	service@agileunderwriting.com
Website:	www.agileunderwriting.com

3. ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. ABOUT YOUR POLICY

- 1) **Your** Contract is underwritten by Argo Managing Agency Limited for and on behalf of Syndicate 1200 at Lloyd's (ç). Argo is authorised by the Prudential Regulation authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.
- 2) **Your** Contract and **Certificate** form a legally binding contract between Agile Underwriting, Argo and **You**, the Insured named in the **Certificate**. This Contract and any **Certificate**, endorsement(s) and **Institute Clause** should be read as if they are one document.
- 3) **We** will insure **You** during any **Period of Insurance** for which **We** have accepted **Your Premium**. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated within this Contract, the **Certificate** or any endorsement to this Contract.
- 4) Please read these documents carefully. The cover that **You** have is shown in the **Certificate**. If the Contract and the **Certificate** do not provide **You** with the protection **You** want either now or at any time in the future, please inform **Your** representative.
- 5) This insurance Contract has been based on the answers that **You** gave **Us** on **Your** presentation and information that **You** provided presenting the risk to **Us**. **You** must tell **Us** of any change in this information as soon as possible since failure to do so could invalidate **Your** Contract. **You** must tell **Us** of any information or fact that might influence **Us** in deciding the terms and conditions upon which **We** issue **You**, the **Premium We** charge or whether to insure **You**.

- 6) Any reference to the singular will include the plural and vice versa.
- 7) Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.
- 8) Any heading in this Contract is for ease of reference only and does not affect its interpretation.

Reasonable precautions

You shall take all reasonable precautions and / or measures to prevent, minimize or mitigate any loss or damage that may give rise to a claim under this Contract.

5. IMPORTANT INFORMATION ABOUT THIS POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

This document is a PDS and is also **Our** insurance **Policy** wording.

This document contains important information required under the *Corporations Act 2001 (Cth)* (the Act) and has been prepared to assist **You** in understanding the **Policy** and making an informed choice about **Your** insurance requirements. It is up to **You** to choose the cover **You** need.

It is important that **You** carefully read and understand this document before making a decision. Other documents may form part of **Our Policy** and PDS and if they do, **we** will tell **You** in the relevant document.

In return for the **Policyholder** paying **Us** a **Premium**, **We** insure **You** for the **events** described in the **Policy** wording, subject to the terms, conditions and exclusions of the **Policy**. Please keep this document, the **Policy Schedule** and any other documents that **We** tell **You** form part of the **Policy** in a safe place in case **You** need to refer to them in the future.

Check Your documents

It is important that **You** check all the details on the documents **We** send **You**. If **You** notice an error or if **You** have a question, please contact **Us** at www.agileunderwriting.com/contact. If **You** find **You** need to change the cover for whatever reason, get in contact with **Us**.

Commencement and Period of Insurance

The **Period of Insurance** begins and ends on the dates shown in the **Policy Schedule** unless it is cancelled before the end date. If an **Insured Person** is added mid-term, after the start date, cover continues until the **Period of Insurance** ends.

Cooling off period

The **Policyholder** has fourteen (14) days from the date **We** confirmed, electronically or in writing, that cover under this **Policy** meets **Your** needs. The **Policyholder** may cancel this **Policy** by calling **Us** on 1300 705 031 or advising **Us** in writing (contact details can be found on page 4) within those fourteen (14) days. **We** will refund any **Premiums** the **Policyholder** has paid during this period. These cooling off rights do not apply if **You** have made or **You** are entitled to make a claim during this period.

Expiry of the Policy

This **Policy** expires at the end of the **Period of Insurance**. **We** may decide not to renew the **Policy**. If **We** decide not to renew the **Policy**, **We** will send the **Policyholder** an expiry notice at least fourteen (14) days before the expiry of this **Policy**. If this **Policy** is cancelled or otherwise terminated, the **Period of Insurance** will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

General Insurance Code of Practice

We are a signatory to the Australian General Insurance Code of Practice (the Code). The Code sets out minimum standards that **We** will uphold in respect of the products and services that **We** provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

Law and jurisdiction

This **Policy** is subject to the laws of Australia. Any dispute relating to the **Policy** shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the **Policy** was issued.

Our agreement with the Policyholder

This **Policy** is a legal contract between the **Policyholder** and **Us**. The **Policyholder** pays **Us** the **Premium**, and **We** provide the cover the **Policyholder** has chosen as set out in the **Policy Schedule**, occurring during the **Period of Insurance** shown on the **Policy Schedule** or any renewal period.

Renewal of the Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the **Premium**. Payment of **Your Premium** is deemed to be acceptance of an offer of renewal for a further yearly period. If **You** continue to pay **Your Premium**, then unless **Your Policy** is cancelled or **We** advise **You** prior to the renewal date that **We** will be updating **Your Policy** or not be renewing, a **Policy** on the same terms and conditions automatically comes in to existence for one (1) year from the renewal date.

Taxation implications

This **Policy** may be subject to a Goods & Services Tax in relation to **Premium**.

Depending on the location of the risk being insured, this **Policy** may be subject to Stamp Duty in relation to **Premium** and GST.

Depending upon the **Policyholder** or **Insured Person's** entitlement to claim Input Tax Credits under this **Policy**, **We** may reduce the payment of any claim by the amount of any Input Tax Credit.

Any claim paid in respect of weekly injury benefits is subject to personal income tax. Where **We** are required to do so, **We** will withhold personal income tax amounts from claim payments **We** make and forward these amounts to the Australian Taxation Office on behalf of the **Policyholder** or **Insured Person**. Where required, **We** will provide the **Policyholder** or **Insured Person** a summary of the amounts withheld at the end of each financial year.

The **Policyholder** and/or **Insured Person** should consult an authorised tax advisor if there are any questions that relate to particular circumstances.

6. YOUR DUTY OF DISCLOSURE

What You must tell Us

Before **You** enter into a Contract of Insurance with **Us**, **You** have a duty, under the *Insurance Contracts Act 1984* (Cth), to tell **Us** anything that **You** know, or could reasonably be expected to know, which may affect **Our** decision to insure **You** and on what terms.

When **You** first enter into a **Policy** with **Us**, **You** will be asked questions relevant to **Your Policy**. In answering questions, **You** must:

- answer all questions giving honest and complete answers; and
- tell **Us** everything that **You** know; and
- tell **Us** everything that a reasonable person in the circumstances could be expected to tell **Us**.

You have the same duty before **You** renew or extend, vary any 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 when
- **We** waive **Your** duty to disclose.

If We are not told

If **You** do not tell **Us** anything **You** are required to tell **Us** under this duty, **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.

7. ABOUT THIS POLICY

Your Policy Schedule

Your Policy Schedule contains important details about **Your Policy** such as the **Period of Insurance**, **Your Premium**, what cover options and **Excesses** will apply, and any changes to the **Policy** wording.

What makes up Your Premium

Your Premium is determined by a number of factors and of course, the higher the risk is, the higher the **Premium**. **Your Premium** also includes amounts that **We** are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to **Your Policy**. You will find these amounts on **Your Policy Schedule**.

You must pay **Your Premium** prior to moving of **Your Goods**. If **We** do not receive **Your Premium** by this date or **Your** payment is dishonoured this **Policy** will not operate and there will be no cover.

Commencement and Period of Insurance

Your Policy begins as outlined in **Section 1: Insured Transit**

Expiry of Your Policy

Cover ceases when the **Goods** are accepted at the **Destination** address anywhere in Australia.

8. GENERAL CONDITIONS

Other party's interests

You must tell **Us** of the interests of all parties (e.g. owners, lessors, financiers) who are required to be covered by this **Policy**. **We** will protect their interests only if **You** have told **Us** about them and **We** have noted them on **Your Policy Schedule**.

Jurisdiction and Law & Practice

This **Policy** is subject to Australian Law, including the *Marine Insurance Act 1909* and the *Insurance Contracts Act 1984* as applicable. It is also subject to Australian jurisdiction.

Australian Currency

Unless shown elsewhere in the **Policy** or **Schedule**, all payments by **You** to **Us** and **Us** to **You** or someone else insured under **Your Policy** will be in Australian dollars.

Cooling off period

You have fourteen (14) days from the date **We** confirmed, electronically or in writing, that **You** are covered under **Your Policy** to decide if the **Policy** meets **Your** needs. You may cancel **Your Policy** simply by calling **Us** on 1300 705 031 or advising **Us** in writing within those fourteen (14) days to cancel it. If **You** do this, **We** will refund any **Premiums** **You** have paid during this period.

These cooling off rights do not apply if **You** have made or **You** are entitled to make a claim during this period.

If **Your Policy** is for an event that will start within the 14-day cooling off period, **You** can only exercise **Your** right before the event starts or the expiry of the cooling off period, whichever is the earlier.

9. CANCELLATION OF YOUR POLICY

How You may cancel this Policy

- **You** may cancel this **Policy** at any time prior to any **Insured Transit** of **Your Goods** taking place, by telling **Us** in writing that **You** want to cancel it. You can do this by giving the notice to **Your** intermediary or by emailing **Us** at cancel@agileunderwriting.com or calling 1300 705 031. You cannot cancel this **Policy** once any removal has commenced.
- Where “**You**” involves more than one person, **We** will only cancel the **Policy** when a written agreement to cancel the **Policy** is received from all persons named as the **Insured**.

When We can cancel

We may cancel the **Policy** by informing **You** in writing, subject to any relevant law. **We** will give **You** this notice in writing to **Your** intermediary or to **Your** address last known to **Us**.

If **We** cancel, **We** will refund the **Premium** for **Your Policy** less an amount to cover the period for which **You** were insured.

10. CLAIMS

Before **You** submit a claim, **We** recommend **You** use this checklist to help **You** get what **You** need to support **Your** claim. When **You** submit **Your** claim, **You** will be required to tell **Us** what happened and provide **Us** with all the documents **We** ask for.

It is important that **You** obtain as much documentation as possible at the time the situation occurs, as it can be difficult to obtain some documents.

- Get a written report or **Certificate** from relevant parties.
- Keep originals of all documents that **You** submit electronically.
- Lodge **Your** claim at the latest within thirty (30) days of the situation that gives rise to **Your** claim.

Do not admit fault or liability

Do not, unless **We** have approved:

- admit that **You** are at fault, or
- offer or promise to pay any money, or
- become involved in litigation.

Submitting Your claim

The best way to submit **Your** claim is via **Our** on-line claims system. If there is a problem doing it on-line, **We** will ask **You** to complete a claim form.

It is important that **You** give **Us** the information **We** require; if not, **We** may have to reduce the amount of **Your** claim or **We** may not be able to process **Your** claim at all.

Making claims after Your Policy is cancelled

If **Your Policy** is cancelled this does not affect **Your** rights to make a claim under **Your Policy** if the loss occurred during the period you were insured and before the date of cancellation.

We only make up the difference if You can claim from anyone else

If **You** make a claim against someone else and they do not pay **You** the full amount of **Your** claim, **We** will make up the difference. **You** must claim from them first.

Other insurance

You must advise **Us** if anything **You** claim is covered by another insurance **Policy**. If **You** receive the full benefit from a claim under one (1) insurance **Policy**, **You** cannot make a claim under another **Policy**.

We will make up the difference if **You** make a claim under another insurance **Policy** and **You** are not paid the full amount. **We** may, however, need to seek contribution from **Your** other **Insurer** and so **You** must give **Us** any information **We** need for a claim against the other **Insurer**.

We may need to contact other parties

We may, at **Our** discretion, undertake in **Your** name and on **Your** behalf, proceedings for **Our** own benefit to recover compensation or secure compensation from any party relating to anything covered by this **Policy**.

You are to assist and permit to be done all acts and things as required by **Us** for the purpose of recovering compensation or securing indemnity from other parties to which **We** may become entitled or subrogated, upon **Us** paying **Your** claim under this **Policy**. This applies regardless of whether **We** have yet paid **Your** claim and whether or not the amount **We** pay **You** is less than full compensation for **Your** loss. These rights exist regardless of whether **Your** claim is paid under a non-indemnity or an indemnity clause of this **Policy**.

Subrogation

If **We** make any payment under this **Policy**, then to the extent of that payment, **We** may exercise any rights of recovery held by **You**. **You** must not do anything which reduces any such rights and must provide reasonable assistance to **Us** in pursuing any such rights.

11. *CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 (UK) OR OTHER SUBSTANTIVELY SIMILAR LEGISLATION* EXCLUSION CLAUSE

No benefit of this insurance is intended to be conferred on or enforceable by any party other than the **Assured**, save as may be expressly provided for herein to the contrary. This insurance may, by agreement between the **Assured** and the **Insurers**, be rescinded or varied without the consent of any third party to whom the enforcement of any terms have been expressly provided for.

12. COMPLAINTS AND DISPUTE RESOLUTION

Agile takes the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that **You** may access, at no cost to **You**. To obtain a copy of our procedures, please contact **Us** on 1300 705 031 or complaints@agileunderwriting.com.

To assist Agile with **Your** enquiries, please provide **Us** with **Your** claim or **Policy** number (if applicable) and as much information **You** can about the reason for **Your** complaint or dispute. Agile's complaints and dispute procedures are as follows:

Stage 1 – Complaint handling procedure

If **You** are dissatisfied with any of Agile's products or services and **You** wish to lodge a complaint, please contact **Us** at:

Postal address: The Complaints Officer
Agile Underwriting Services Pty Ltd
Level 5, 63 York St, Sydney NSW 2001

Telephone: 1300 705 031
Email: complaints@agileunderwriting.com

We will acknowledge **Your** complaint promptly by telephone or email and will aim to resolve **Your** complaint within fifteen (15) business days, or if further investigation or information is required, **We** will work with **You** to agree on reasonable alternative timeframes.

Stage 2 – Dispute resolution procedure

If **You** are dissatisfied with **Our** response to **Your** complaint, **You** may ask that **Your** complaint be referred to:

Postal address: Lloyd's Australia Limited
Suite 1603, Level 16, 1 Macquarie Place, Sydney, NSW, 2000

Telephone: +61 (0)2 8298 0783

Email: ldraustralia@lloyds.com

We will usually require the following information:

- Name, address and telephone number of the **Policyholder**;
- Details of the **Policy** concerned (**Policy** and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the **Policy** was obtained;
- Reasons why **You** are dissatisfied;
- Copies of any supporting documentation **You** believe may assist in addressing **Your** dispute appropriately.

Your dispute will be acknowledged in writing within one (1) business day of receipt and will be reviewed by a person with appropriate authority to deal with the dispute and **You** will be informed of progress at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** dispute within ten (10) working days of receipt.

External dispute resolution

If **Your** complaint is not resolved within forty-five (45) calendar days, or resolved in a manner satisfactory to **You**, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA) as follows:

Postal address: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

More information can be found on their website www.afca.org.au.

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your Insurer**. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Determinations made by AFCA are binding upon **Us**.

Your dispute must be referred to the AFCA within two (2) years of the date of **Our** final decision.

This service is free of charge to **Policyholders**.

Service of suit clause

The underwriters hereon agree that:

1) In the event of a dispute arising under this insurance, the underwriters at the request of the **Policyholder** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

2) Any summons notice or process to be served upon the Underwriters may be served upon:

Postal address: Lloyd's General Representative in Australia
Lloyd's Australia Limited
Suite 1603, Level 16, 1 Macquarie Place, Sydney, NSW, 2000

Telephone: +61 (0)2 8298 0700

Facsimile: +61 (0)2 8298 0788

Who has authority to accept service and to enter an appearance on the underwriters' behalf, and who is directed at the request of the **Policyholder** to give a written undertaking to the **Policyholder** that he will enter an appearance on the underwriters' behalf.

3) If a suit is instituted against any one of the underwriters, all underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

Several liability notice LSW 1001 (insurance) 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

13. UPDATING THE PDS

It may be that **We** will need to update this PDS from time to time. If so, **We** will send the **Policyholder** a new PDS or supplementary PDS outlining these changes.

14. PRIVACY STATEMENT

At Agile, **We** are committed to protecting **Your** privacy in accordance with *the Privacy Act 1988 (Cth)*. **We** use **Your** personal information to assess the risk of, and provide insurance and other insurance services to service the **Policy**. **We** may use **Your** contact details to send **You** information and offers about products and services that may be of interest to **You**. If **You** do not provide **Us** with full information, **We** may not be able to provide **You** with insurance or to respond to any claim, complaint or dispute.

If **You** provide **Us** with information about someone else, **You** must obtain their consent to do so.

We provide **Your** information to the **Insurer We** represent when **We** issue and administer the **Policy**. **We** are part of the Agent Zero Group and may provide **Your** information to the entity that provides **Us** with business support services.

We may also provide **Your** information to the broker (if applicable) and contracted third party service providers (e.g. loss adjuster companies) but will take all reasonable steps to ensure they comply with the Privacy Act. **Our** Privacy Policy contains information about how **You** can access the information **We** hold about **You**, ask **Us** to correct it, or make a privacy related complaint. **You** can obtain a copy from **Our** Privacy Officer by telephone 1300 705 031 email privacy@agileunderwriting.com or by visiting **Our** Website www.agileunderwriting.com. By providing **Us** with **Your** personal information, **You** consent to its collection and use as outlined above and in **Our** Privacy Policy.

HOW TO CONTACT US

For any matters relating to **Your** insurance, please contact:

Agile Underwriting Services Pty Ltd
63 York Street, Sydney, NSW 2000
1300 705 031
help@agileunderwriting.com

15. WORDS WITH SPECIAL MEANINGS

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions section of Part B of the **Policy** Wording. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

PART B – POLICY WORDING

DEFINITIONS

Accidental means any unforeseen and unintended **Occurrence** or event arising during transportation which results in loss or damage to the **Goods** insured and which could not have been expected by a person with actual knowledge of the means of transportation of the **Goods** insured.

Certificate means a document providing evidence that certain general types of insurance coverages and limits have been purchased by the party required to furnish the **Certificate**.

Conveyance means any rail and road transport used to transport the **Goods** insured.

Destination means the address shown in the **Policy Schedule** as the location where the **Goods** insured are to be delivered.

Excess means the amount payable by You for each and every loss recoverable under this **Policy** as specified in the **Policy Schedule**. The excess is GST exclusive.

Goods means the **Goods** specified in the **Policy Schedule** as being insured. This **Policy** does not cover the transport of:

- Precious stones, semi-precious stones or precious metals.
- Fine art and/or antiques.
- Money of every description including coin or banknotes, bullion, cheques, credit or other card sales vouchers, shares, deeds, securities, treasury notes, tickets and/or vouchers, stamps and/or duty stamps or any other cash equivalents whatsoever.
- Designs, patterns and/or plans, and/or manuscripts or similar other documents.
- Electronic data or computer software held on computers.
- Livestock, bloodstock, birds or any other living creatures.
- Perishable goods and/or frozen goods including but not limited to frozen or chilled fruit, vegetables, meat, seafood or other perishable foodstuffs.
- Raw hides and skins.
- Fire arms, weapons or ammunition.
- Commercial Bulk consignments including dangerous goods as defined by the current Australian Dangerous Goods Code or any Government agency which by their nature require special licencing of the driver or vehicle and/or are defined as a “Placard Load”. This exclusion does not apply to small consignments, limited quantities or retail distribution loads of dangerous goods where concession is provided under the current Australian Dangerous Goods Code.
- Household goods and personal effects shipped as such without a commercial invoice.
- Luxury goods – Fur, jewellery, watches, perfumes, works of art, tobacco or tobacco products, alcoholic beverages
- Tech goods – Digital cameras, microchips, motherboards and/or memory of any kind which is not part of a complete system, mobile telephones, mobile telephones components, parts and accessories, digital camera photo sticks.
- Other – Satellites, nuclear fuel, fireworks, explosives, firearms, ammunition

Institute Clauses means the standard wordings as prepared by the Lloyd's Market Association. Any **Institute Clauses** referred to in the **Policy** or the **Policy Schedule** or any other document are, unless otherwise stated, deemed to be those most current at the time of attachment of the risk and are amended to be subject to Australian law and practice.

Insured Person means the person(s) or parties who are insured or protected by an insurance **Policy**.

Insured Transit means the Transit specified in Section 1 "**Insured Transit**" of both Part 1 and Part 2 and within the **Voyage Limits** set out in the **Policy Schedule**.

Natural Catastrophe means earthquake, seaquake, earthquake shock, seismic and / or volcanic disturbances / eruption, hurricane, tropical storm, tropical depression, rainstorm, storm, storm surge, severe storm, winter storm, thunderstorm, windstorm, tropical storm, tempest, tornado, cyclone, typhoon, tidal wave, tsunami, flood, hail/hailstorm, winter weather/freeze, winter storm, ice storm, weight of snow, avalanche, any falling objects (including but not limited to meteor, asteroid and satellite), solar wind/storm, liquefaction, landslip, landslide, mudslide, bush fire, forest fire, wildfires, brushfires, sinkhole collapse and earth movement, and shall also include all ensuing losses therefrom not otherwise excluded.

Occurrence means the sum of all individual losses or series of individual losses resulting from or arising out of and directly occasioned by any one insured event regardless of the number of Insured Locations affected.

Occurrence so defined shall be limited to:

- a) 72 consecutive hours as regards a **Natural Catastrophe**;
- b) 72 consecutive hours as regards any **Occurrence** which includes individual loss or losses from any of the causes mentioned in A above;

and no individual loss from whatever insured cause, which occurs outside these periods or areas, shall be included in that **Occurrence**.

You may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, You may divide that event into two or more

Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to You in that event during the **Period of Insurance**.

Period of Insurance means the dates and time shown in the **Policy Schedule** as being the **Period of Insurance**. All loss or damage giving rise to a claim under this **Policy** must occur during the **Period of Insurance**.

Policy means this **Policy** wording, the **Policy Schedule**, and any endorsement/s, all of which are to be read together.

Policyholder means the person who buys the **Policy** or is named on the **Policy**.

Premium means the **Premium** specified in the **Policy Schedule**.

Salvage has two meanings subject to the context in which it is being used. It means either:

- What is left of the **Goods** insured after suffering loss or damage; or

- The physical act of recovering **Goods** which has been lost or damaged, but which has residual commercial value.

Schedule means the **Policy Schedule. We** have provided to You which specifies important information such as the **Policy** number, **Voyage Limits, Goods** insured, **Value of the Goods** and any **Excess** payable.

Subject Matter Insured as appearing in the **Institute Clauses** has the same meaning as Goods.

Value of Goods means the amount declared by You as the total value of the **Goods** being insured and shipped. This is the amount shown in the **Policy Schedule** and to which **Our** liability is limited.

Voyage Limit means the voyage as specified in the **Policy Schedule**. For cover under Part 1 this is limited to Transits starting and terminating within Australia.

“**We**” or “**Our**” or “**Us**” or “**Insurer**” means Agile Underwriting Services Pty. Ltd. (ABN 48 607 908 243 — AFSL 483374) and/or any other **Insurer** named in the **Policy Schedule** as providing cover.

“**You**” or “**Your**” or “**Assured**” means the person, persons or entity named in the **Policy Schedule** as the **Assured**.

Section 1: Insured Transit

The period commencing from the time **Goods** are entrusted into the care of a carrier for the purpose of transporting the **Goods** to the **Destination** declared and shall continue until:

- a) the **Goods** are accepted at the **Destination** address anywhere in Australia; or
- b) if there is no-one at the **Destination** address to accept delivery, cover shall cease upon the expiry of twenty-four (24) hours after the carrier leaves the **Goods** at the delivery address anywhere in Australia.

An **Insured Transit** shall include the following additional provisions:

- 1) **Incidental Storage** – Transit continues during storage incidental to the Transit which has not been requested by **You** but is necessary solely for the purpose of normal transshipment, handling or load consolidation/deconsolidation for an elapsed time of no more than 30 days.
- 2) **Over-carried** – the Transit continues in the event the **Goods** are “over-carried” until they are delivered to the intended Destination.
- 3) **Shut Out** – the Transit includes any period when the **Goods** are “shut out” awaiting transfer to another **Conveyance** after the Transit has commenced where this is outside **Your** control.

Attachment and Termination of Coverage

Notwithstanding anything contained herein to the contrary, risk hereunder attaches from the time the **Subject Matter Insured** is first moved in the warehouse or at the place of storage (at the place named in the Contract of Insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other **Conveyance** for the commencement of transit, continues during the ordinary course of transit and terminates either:

- 1) on completion of unloading from the carrying vehicle or other **Conveyance** in or at the final warehouse or place of storage at the **Destination** named in the Contract of Insurance;
- 2) on completion of unloading from the carrying vehicle or other **Conveyance** in or at any other warehouse or place of storage, whether prior to or at the **Destination** named in the Contract of Insurance, which the **Assured** or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- 3) when the **Assured** or their employees elect to use any carrying vehicle or other **Conveyance** or any container for storage other than in the ordinary course of transit or whichever shall first occur.

Assignment

You or any assignee are permitted to transfer the insurance to another person and/or entity as part of the sale and in accordance with customary trade practices.

Brands and Labels Clause

Any damaged **Goods** bearing identifying brands or labels or other permanent markings or where an exclusive or secret formula may be involved, may be retained by **You** to dispose of as **You** see fit, provided a reasonable allowance is agreed for the **Value of the Goods** and this allowance is deducted from the claim settlement.

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

Debris Removal clause

If **We** pay a claim under this **Policy** for loss or damage to the **Goods Insured** the cover is extended to include the cost of removal and disposal of damaged, deteriorated or contaminated **Goods** insured and the cost of cleaning up or decontaminating the premises, location or conveyance.

The most **We** will pay under this clause is limited to AUD 10,000 any one claim or series of claims arising from any one loss or event.

This extension does not cover any liability **You** have for any clean-up expenses or other expenses for which **You** may be liable under any pollution statute.

Deliberate Damage Pollution Hazard Clause

This **Policy** is extended to cover but only while the **Goods** are on board a waterborne **Conveyance**, loss of or damage to the **Goods** directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or **Occurrence** creating the situation which required such governmental action is a peril insured by this **Policy**.

Cover under this clause shall not extend to include any third-party liability that may arise from such an **Occurrence**.

Duty Payable Clause

Provided **You** have included the amount of duty and/or taxes paid and/or payable in the **Value of Goods**, this **Policy** is extended to include the amount of any import duty and/or taxes paid or payable by **You** in respect of the insured **Goods** **You** have imported into Australia.

The increased value shall attach from the time of payment of the duty and/or taxes and no claim is recoverable under this clause arising from:

- Total loss of part of the **Goods** before the duty and taxes become payable;
- General average contributions and **Salvage** charges arising from any casualty occurring before the duty and taxes become payable;
- Duty and taxes refunded or rebated by Customs Authorities on lost or damaged **Goods** insured.

You must take all reasonable steps to obtain a credit for duty and taxes paid or payable on lost or damaged **Goods**.

Equivalent Currencies Clause

Where applicable, all amounts may be expressed in equivalent other currencies subject to the applicable rate of exchange ruling at bill of lading or waybill date and subject to any applicable exchange control regulations that may be in force at that time.

Fumigation Damage Clause

In the event that the **Goods** are fumigated by order of a properly constituted authority and loss of or damage to the **Goods** results directly therefrom, **We** shall indemnify **You** for such loss or damage, and **You** shall subrogate and/or assign to **Us** any recourse that **You** may have for recovery of such loss or damage from others.

Fumigation Expenses Clause

Subject to terms and conditions of this **Policy**, **We** will cover the reasonable costs, charges and/or expenses necessarily incurred should the **Goods** on arrival at the port of **Destination** be ordered by the appropriate authorities to be fumigated and/or quarantined because of infestation or suspected infestation, including

- Cost of actual fumigation or quarantine and related charges; and
- Additional freight costs incurred to and from quarantine/fumigation.

Cover under this clause excludes customary or mandatory fumigation or quarantine costs and expenses (per Government Quarantine Regulations or similar statutory requirements).

Subject to a limit of AUD 2,500 for any one loss or series of losses arising from the one insured event and provided these costs are not recoverable under any other **Policy** of insurance or from a third party.

Repacking Costs Clause

Should the outer packaging be damaged from a peril insured against and render the **Goods** unfit for onward transit, **We** shall pay the reasonable cost of repacking the **Goods** provided that such damage occurred during the **Insured Transit** and provided that the original packaging was not insufficient or unsuitable.

Segregation and/or Sorting Expenses Clause

In the event of external signs of damage to the **Goods** resulting from a peril insured against at the time of loss which necessitates their segregation and/or sorting, **We** shall pay the reasonable costs incurred in segregating and/or sorting provided **Our** liability for such costs and loss of or damage to the **Goods** does not exceed the original **Value of Goods** as declared.

Concealed Damage Clause

It is agreed that any physical loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Insured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the cessation of risk hereunder.

This agreement shall, however, only apply where such loss or damage is discovered within 48 hours of the cessation of risks hereunder.

Section 2: Insured Events

Subject to the terms and exclusions of this **Policy**, this insurance covers **Accidental** physical loss of or damage to the **Goods** insured during the **Insured Transit**.

This contract only applies to the transportation by truck of the cargo specified under the Freight ID, as declared in the **Certificate**, that commence during the **Period of Insurance** specified in the **Certificate** or during any subsequent period that **We** have accepted **Premium** for. All other Freight ID and/or transportation of cargo outside of those declared in the **Certificate** of this Contract are not covered under this Contract of Insurance.

Financial Default Clause

The insolvency of the carrier will not preclude **Your** right to claim under this **Policy** including any amount payable by the carrier under the **Excess** clause of the **Policy**.

How much We pay

Subject to the cover, conditions, exclusions or other limitations **We** will pay up to the amount as specified in the **Policy Schedule**.

Claims are subject to the application of the Under Insurance Clause below.

For lost Goods

At **Our** option **We** will pay **You**

- The invoice value covering the **Goods** insured; or
- If there is no invoice value, at **Our** option either:
 - i) The cost of replacing the **Goods** insured with similar **Goods** of the same age and condition or as near as possible to that age and condition; or
 - ii) The actual market **Value of the Goods** insured.

For Damaged Goods

The cost of repairing or reinstating the **Goods** insured to a condition equal to but not better or more extensive than its condition immediately prior to the damage. However under no circumstances do **We** cover **You** for any reduction in the **Value of the Goods** because of damage or repairs.

Excess

All claims **We** pay under this **Policy** will have any **Excess** deducted prior to settlement. The **Excess** payable will be stated in the **Schedule**.

Goods and Services Tax (GST)

Where **You** or any other claimant or payee **cannot** claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, **We** will pay the amount(s) payable as detailed in the **Policy**, including the amount of any GST due in respect of the payment.

Where **You** or any other claimant or payee can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, **We** will pay the amount(s) payable as detailed in the **Policy**, less any input tax credits available to **You** or any other claimant or payee in respect of the payment.

The terms “GST” and “input tax credits” have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999*.

Under Insurance Clause

If the **Value of the Goods** insured shall at the time of loss or damage be of greater value than the **Value of Goods** declared and as specified in the **Policy Schedule**, **We** shall only pay **You** the proportional amount that the total value of the loss bears to the **Value of Goods** specified in the **Schedule**.

Section 3: Limitations & Exclusions

This **Policy** does not cover:

- 1) Loss or damage to **Goods** that are defined as 'not covered' under the **Goods** title of the definition section within this **Policy** wording.
- 2) Loss, damage, destruction, cost or expense of any nature directly or indirectly caused by or contributed to by or arising from any of the following:
 - a) Delay, rejection, loss of market or consequential loss of any description (even though it may have been caused by an Insured Event).
 - b) Ordinary leakage, loss in weight or volume, or ordinary wear and tear.
 - c) Inherent vice.
 - d) War or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these. This exclusion only to apply when the **Goods** insured are not on board a ship, vessel or aircraft.
- 3) Damage caused by **Your** misconduct or intentionally caused by **You** or any person acting with **Your** expressed or implied consent.
- 4) Loss or damage that existed or occurred prior to the commencement of the **Insured Transit**.
- 5) Loss damage or expense attributable to wilful misconduct of the **Assured**
- 6) Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the **Insured Transit** where such packing or preparation is carried out by the **Assured** or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 7) Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the **Assured** are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
- 8) In no case shall this insurance cover loss damage or expense caused by:
 - 8.1) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
 - 8.2) capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat.
 - 8.3) derelict mines torpedoes bombs or other derelict weapons of war.
- 9) In no case shall this insurance cover loss damage or expense:
 - 9.1) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
 - 9.2) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
 - 9.3) caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted.

9.4) caused by any person acting from a political, ideological or religious motive.

Limits of liability

We shall not be liable for more than the amounts set out in the **Certificate**.

If the total value at risk exceeds the limit(s) of liability provided by this Contract, **You** shall nevertheless report the full amount at risk to **Us** for **Our** agreement and shall pay full **Premium** thereon. Acceptance of such reports and **Premium** shall not alter or increase the limit(s) of liability, but **We** shall be liable for the full amount of coverage up to, but not exceeding the applicable limit(s) of liability.

The limit of liability with respect to the coverages provided for in the General Average and / or **Salvage** Charges shall not be separate from, or in addition to, the limit of liability set forth above and shall not be separate from or in addition to any other limit(s) of liability set forth in this Contract.

Insurable Interest

In order to recover under this insurance the **Assured** must have an insurable interest in the **Subject Matter Insured** at the time of the loss.

Deductible

All claims for loss, damage or expense resulting from any one **Occurrence**, shall be adjusted as one claim and one Deductible shall apply, unless otherwise stated.

Constructive Total Loss

No claim for Constructive Total Loss shall be recoverable hereunder unless the **Subject Matter Insured** is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the **Destination** to which it is insured would exceed its value on arrival.

Carrier or Bailee

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the **Subject Matter Insured**, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the named Insured and the insufficiency or unsuitability arose without the named **Insured's** privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container or other similar inter-modal method of unit load.

The **Insured** agrees to assist **Insurers** in all respects to pursue rights of recovery against sellers and/or other responsible third parties.

The above agreement does not remove **Insurers'** rights of subrogation against packers and/or their **Insurers**.

Cutting clause

In the event of physical damage or breakage to the **Subject Matter Insured** caused by an insured peril, it is agreed the damaged length or portion shall be cut off, the remaining length or portion be considered as sound and **We** shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, **We** shall be liable for the cost of cutting.

Institute replacement clause

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

Marine Cyber Endorsement

- 1) Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2) Subject to the conditions, limitations and exclusions of the **Policy** to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Communicable Disease Exclusion (Cargo)

- 1) Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 2.2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

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

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

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- 3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- 4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this Sub-Clause 4 does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

- 5) any chemical, biological, bio-chemical, or electromagnetic weapon.

Losses Not Arising from Transportation

This **Policy** does not cover any loss, damage, liability, destruction, cost or expense of any nature whatsoever that is directly or indirectly caused by or contributed to by or arising from any of the following:

- 1) which has not occurred during the **Insured Transit**, pre-existing damage or damage occurring after the Good have been delivered at Destination.
- 2) embargo, rejection, prohibition or detention by the government of the country of import or their agencies or departments
- 3) unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation.
- 4) loss of market and/or loss arising from delay or consequential loss of any description.

Mechanical & Electrical Derangement Exclusion Clause

The **Policy** shall not cover mechanical and/or electrical and/or electronic derangement and/or breakdown and/or impairment of the **Goods** insured or any part thereof unless there is external evidence that such loss or damage occurred whilst this insurance was in force and was caused by a peril insured against at the time of loss.

Open Land Conveyances Exclusion Clause

In respect of **Goods** insured carried on Open Land **Conveyances**, the **Policy** shall not cover loss damage or expense reasonably attributable to water damage, damage to paint work or chipping, denting, scratching, marring, bruising or rust, oxidization and/or discolouration.

We shall not rely upon the above exclusion to decline or reduce liability under the **Policy** if the **Goods** are carried on Open Land **Conveyances**

- a) without the privity knowledge or consent of the Cargo Owner, or
- b) in a Closed Container, or
- c) where there is adequate evidence to reasonably conclude that the loss would have occurred even if the **Goods** had been carried in a fully enclosed cargo/load space. The burden of proof in this regard shall rest exclusively with the **Assured**.

Nothing in this Clause shall prejudice the “insufficiency or unsuitability of packing” exclusion clause of the **Institute Clauses** which shall be paramount.

Pairs & Sets Clause

Where any **Goods** insured consists of articles in pair or set the **Policy** shall not pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of such pair or set.

Rats and Vermin Clause

The **Policy** does not cover claims for loss or damage caused by or resulting from moths, mould, mildew, insects, rats or other vermin.

Reconditioned Items Clause

Reconditioned items are covered as per the Second-hand Items Clause and Second-hand Items Replacement Clause above unless:

- 1) the restoration process was carried out within the sixty (60) day period preceding the attachment of risk under the **Policy**, and
- 2) the item has not been in operation other than for testing purposes since having been subject to such restoration process, and
- 3) such restoration process was carried out by a reputable company whose workmanship carries a guarantee,

in which case the item is deemed to be new and insured under the **Policy** on the same cover conditions as new items.

In the event of a claim the amount **We** will pay in respect of Reconditioned Items is the original purchase price plus the costs of reconditioning or the replacement value of a like item, whichever is the lesser, plus the costs of insurance and freight.

Reconditioned Items means reconditioned, refurbished or remanufactured items which have been subject to a similar restoration process.

Rust, Oxidisation, Discolouration & Pitting Exclusion Clause

The **Policy** does not cover claims for rust, oxidisation, discolouration and/or pitting unless there is evidence that such loss or damage occurred whilst this insurance was in force and was caused by a peril insured against.

Sanctions Limitation and Exclusion Clause (amended to include Australia) JC2010/014 August 2010 (amended)

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 Australia, the European Union, United Kingdom or United States of America.

Second-Hand Items Clause

Second-hand items are covered on **Policy** conditions but subject always to the following additional cover terms and conditions.

Second-hand Items means second-hand and/or used items and/or items which are not new.

- 1) In no case shall the **Policy** cover loss damage or expense occurring prior to the attachment of cover under the **Policy** and/or which is reasonably attributable to ordinary wear tear and/or gradual deterioration, for example, but without prejudice to the generality of this Clause, damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization or discolouration.
- 2) The burden of proof that any such damage was not pre-existing damage and/or attributable to ordinary wear tear and/or gradual deterioration shall rest exclusively with **You**.

Where there is loss of or damage to Second-hand items which is the subject of a claim recoverable under the **Policy**, the amount recoverable shall not exceed such proportion of the cost of replacement or repair of such part as the Insured Value bears to the value of a new item (at the date of commencement of the **Insured Transit**) plus additional costs for forwarding and refitting the new part, if incurred.

Termination of Transit Clause (Terrorism)

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

- 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 **Goods** insured caused by 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
 - 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 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 30 days after unloading the **Goods** insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

Waiver of Subrogation Rights

We are not liable to pay any benefits under this **Policy** for loss or damage to the **Goods** insured if **You** agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate **You** with respect to that damage to the **Goods** after the loss of or damage to the **Goods** has occurred.

This provision does not apply to **Your** signature of a Transport Operator's standard conditions of cartage, consignment note, Bill of Lading, Air Waybill or similar contract of affreightment.

You must not grant any waiver of subrogation or recourse to any third party without Our prior written consent.

Section 4: Claims

Subrogation

You shall, at **Our** request assign and subrogate to **Us** at the time of payment and to the amount not exceeding the sum paid by **Us** all rights and claims against others and permit suit to be brought in **Your** name but at **Our** expense.

You further agree to render all reasonable assistance in the prosecution of said suit(s).

Where **You** are charterer of the vessel, **Our** rights of subrogation as described herein are waived against **You** but this shall not prejudice **Our** rights of subrogation against vessel owners or other third parties.

Fraudulent Claims

The entire Contract of Insurance and any loss or claim thereunder will be void if, whether before or after a loss, **You** have:

- a) intentionally concealed or Intentionally misrepresented any material fact or circumstance;
- b) engaged in fraudulent conduct; or
- c) made false statements;

relating to the Contract of Insurance or any loss or claim thereunder.

In the event that any provision of this clause is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this clause and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

Actions You Need to Take – Claims Procedure

The following procedures are important. Failure to follow them might jeopardize a claim under this Policy.

Actions You Need to Take Upon Delivery of Goods Insured

When **You** receive a **Goods** delivery **You** will usually be asked to sign the delivery documentation and acknowledge that the consignment was received in good order and conditions (this is called a “clean receipt”).

Before **You** do so, it is important that **You** inspect the **Goods** for signs of any tampering or damage. Where the delivery is made by container:

- ensure that the seals are examined immediately and compare the seal numbers with those listed on the shipping documents;
- inspect the door seals and rust spots for water leaks.

If damage or any discrepancy is apparent:

- include a note when **You** sign for the **Goods** “package received damaged”.
- if **You** suspect that there is damage, even if it is not obvious, add a note to say **You** are accepting the **Goods** in “apparent good order and condition”.
- inform the carrier of damage to **Your Goods** within three (3) days of **You** receiving them. Any delay in informing the Carrier of loss or damage to **Your Goods** may affect **Our** ability to settle **Your** claim.

Do not under any circumstance give a clean receipt if there is any evidence of damage or shortage. Photographs of the damage are very helpful, including the **Goods**, accident site, packaging, carriers vehicle and the internal and external container walls.

1. Prevent Further Loss

Immediately take all reasonable measures to avoid or minimize any loss, damage or expense. **We** will pay the costs of such measures provided they are both reasonable and necessary.

Any measures **You** or **We** take to save, protect or recover the **Goods** insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

2. Advise Us of the Loss

Immediately advise **Our** Claims Team

CLAIM SERVICES PTY LIMITED
Level 5, 63 York St, Sydney, NSW 2000
E: claims@agileunderwriting.com
T: 1300 705 031

Submit to **Us** as soon as possible all written particulars, supporting documentation and correspondence regarding the event including invoices, statements or other documents evidencing the amount being claimed.

If required, complete and sign the appropriate claim form.

3. Retain the Goods

Do not dispose of any damaged **Goods** or packaging without first giving **Us** the opportunity to inspect them. If the **Goods** insured have to be disposed of because they are a safety hazard or for other emergency reasons, please obtain a Disposal **Certificate** from the appropriate authority.

4. Hold Carrier Liable

Properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:

- Do not release those parties from liability.
- Deliver to the parties responsible a notice of intention to claim within 3 days of delivery.

5. Documentation You Need to Provide to Us

To ensure **Your** claim is settled promptly **You** need to submit to **Us** all available supporting documentation without delay including:

- Contract of carriage including carriers consignment note, airway bills or Bills of Lading. Please make sure **You** include all the conditions on the reverse.
- Invoices, shipping specifications, weight notes or other documents indicating quantity and value.
- Police reports.
- Correspondence exchanged with any third party regarding their liability for the loss or damage.
- Any survey reports or other documentation showing the extent of the loss including photographs, delivery notes or other documents relating to outturn/receipt of **Goods**.

- If applicable, quotation for repairs or replacement.