

Carriers Transit Policy Document



Global Transport
& Automotive Insurance

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Introduction

Welcome to the Global Transport Carriers Transit Insurance Policy which sets out details of the cover We provide.

When We agree to insure You, We do so based on the information provided to Us by You or on Your behalf and subject to payment of the required premium.

We insure You in accordance with the terms and conditions of the Policy which consists of this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal. All of them should be read as if they were one document.

The cover provided by the Policy is intended to indemnify You for Your responsibility for any loss or damage to Goods which You are carrying in the normal course of Transit.

The Policy is divided into sections for:

Accidental Damage Cover – (Section 1)

Specified Perils Cover – (Section 2)

Each of these sections provides a different type of cover. You select the sections that You wish indemnity for in the Proposal You submit to Us.

You are not automatically insured under each section. You are only covered for the sections that You have requested in the Proposal and are specified in the Schedule.

We only cover those parties shown in the Schedule unless otherwise stated in the Policy as being a person or entity entitled to cover.

We cover You for the Period of Insurance shown on the Schedule and the maximum amount We will pay under the Policy will not exceed the Sum Insured shown on the Schedule, plus legal costs and legal expenses incurred in defending any claim under sections 1 and 2 with Our prior consent.

It is important You read this document and the other documents that make up Your Policy carefully to ensure that You have appropriate protection.

Keep Your Policy in a safe place and ensure You read the following important Your Duty of Disclosure and Privacy Act 1988- Information.

The Insurer

The Insurer is Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (Allianz) of 2 Market Street, Sydney, NSW, 2000.

Global Transport & Automotive Insurance Solutions Pty Ltd Authority

Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No. 240714 ACN 069 048 255 ABN 93 069 048 255 of Level 6, 55 Chandos Street, St Leonards NSW 2065 is an underwriting agency which specialises in arranging insurance in respect of the transport industries. Global Transport & Automotive Insurance Solutions Pty Ltd acts as the agent of the Insurer to market, solicit, offer and arrange the insurance.

If You need information about the Policy, contact Global Transport & Automotive Insurance Solutions Pty Ltd. Their details are on the back page of this document.

Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

- You know, or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You renew, extend, vary or reinstate the Policy.

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

Who must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

What happens if You or they do not comply with this duty?

If You or they do not answer the questions in this way, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

Privacy Act 1988 – Information

The Privacy Act 1988 contains national privacy principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy;

- determine the terms and conditions of Your Policy;
- compile data; and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with Your Policy.

We disclose personal information to third parties who We believe are necessary to assist Us and them in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators, agents and others involved in the claims handling process, or as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

You have the right to seek access to Your personal and sensitive information and to correct it at any time. Global Transport aims to ensure that Your personal information is accurate, up to date and complete. Please contact Us on (02) 9966 8820 EST 9am-5pm, Monday to Friday if You; would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal information at Global Transport has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Global Transport's privacy policies, please contact Us.

From time to time We may advise or offer You information on other Global Transport products or services that may be relevant and of interest to You. If You do not wish to receive these offers or information please call us on (02) 9966 8820 EST 9am-5pm, Monday to Friday.

Dispute resolution process – helping you solve any problems

Complaints or disputes are not an everyday occurrence at Global Transport. We strive to do things the right way and to keep You happy.

Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

Here's what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact 13 2664; speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility.

The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy Document or if You have any other queries, please refer to the contact details on the back page of this document.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent. Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

Definitions

Accident and/or Accidental	means an event that You did not intend or expect to happen.
Conveying Vehicle	means any mode of transport used by You to transport the Goods whether owned by You or a Subcontractor.
Excess	means the amount payable by You for each and every loss recoverable under this Policy as specified in the Schedule.
Defined Event	Means an event shown in the individual Section under the heading "Defined Events applicable to the Section", and for which cover is available under that Section only.
Gross Freight Earnings	means the total income derived by You from the carrying of Goods, whether as a principal, Subcontractor or through or by the use of Subcontractors without any deduction for any cost of operation, fixed recurring or isolated overhead, or any other expenses of any kind.
Geographical Limits	means the geographical area of operation specified in the Schedule
Goods	<p>means general cargo and other property specified in the Schedule while in Your care custody or control, including Livestock. This Policy does not cover (unless agreed to by Us and specified in the Schedule) the transport of:</p> <ul style="list-style-type: none"> • bloodstock or stud or prize animals; • precious metals and stones, jewellery or money (which means any coin or banknote); • bullion, cheques, credit or other card sales vouchers, securities or shares; • bonds, deeds, bills of exchange or any document that represents or is exchangeable for money; • radioactive goods or explosive goods. • commercial bulk consignments of dangerous goods that are defined by any government agency or authority as being dangerous goods.. • explosives • live plants & trees • property owned by You
the Insurer	means Allianz Australia Insurance Limited AFS Licence No. 234708 A.B.N. 15 000 122 850 (Allianz) of 2 Market Street, Sydney, NSW, 2000.
Livestock	Means sheep, cattle, goats and pigs (herd animals) as identified in the Policy. Livestock does not include birds and bloodstock, exotic, stud or prize animals or other animals.
Loading and Unloading	<p>means loading or unloading of the Goods as specified below:</p> <p>General Cargo:</p> <p>Loading commences when the Goods are picked up inside the warehouse/premises or place of storage for loading onto the Conveying Vehicle and terminates when the Goods have been placed on the Conveying Vehicle.</p> <p>Unloading commences when the Goods are picked up from the Conveying Vehicle and terminates when the Goods are placed inside the warehouse/premises or place of storage.</p> <p>Loading By Crane:</p> <p>Loading commences when the Goods are picked up by a crane hook from the warehouse/premises or place of storage for loading onto the Conveying Vehicle and terminates when the Goods have been positioned on the Conveying Vehicle.</p>

	<p>Unloading commences when the Goods are picked up by the crane hook from the Conveying Vehicle and terminates when the Goods are placed inside the warehouse/premises or place of storage.</p> <p>Livestock:</p> <p>Loading 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 and terminates when the Livestock have been positioned on the Conveying Vehicle.</p> <p>Unloading commences when the Livestock proceed on to the loading ramp and terminates when the Livestock are positioned on the ground or loading dock adjacent to the Conveying Vehicle.</p>
Period of Insurance	means the period commencing on the effective date and ending at 4pm on the expiry date as shown in the Schedule.
Personal Property	means bedding; CB/UHF and scanner radios; food and drink and its containers (including thermos-flasks, eskies and mobile fridge); clothing & personal accessories; footwear; mobile telephones; pagers; portable radio; radio cassette and portable compact disc players; wallets; but excluding money, credit cards, watches and jewellery and similar items.
Policy	means this document and any endorsement, specification, attachment or memoranda affixed to it, the Schedule and the Proposal.
Proposal	means the application form completed by You or on Your behalf in which You provided the information upon which We relied to enter into the Policy.
Schedule	means the most recently dated schedule We have provided to You which specifies important information such as the Policy number, Geographical Limits, those Sections that are in force, the details of the Goods, the Sums Insured and any Excess payable.
Subcontractor	means a party with whom a principal carrier contracts to carry Goods and includes subcontractors of subcontractors.
Sum Insured	means our liability under this Policy shall not exceed the sum insured specified in the Schedule for any one loss or series of losses arising out of the same event, any one Accident, vehicle or location at the one time.
Transit	<p>means cover commences from the time that You take possession of the Goods at a warehouse or premises for the purpose of transportation to another destination outside the warehouse or premises and terminates when delivered to any other warehouse or premises.</p> <p>The Conveying Vehicle must leave the warehouse or premises within 72 hours of You taking possession of the Goods for the purposes of transportation.</p>
We, Us or Our	means the Insurer (Allianz) through its agent Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No. 240714 ACN 069 048 255.
You /Your	means You, any party specified in the Policy Schedule including Subcontractors.

Section 1 - Accidental Damage Cover

We will indemnify You for loss of or damage to Goods whilst in the Conveying Vehicle within the Geographical Limits or in Your premises, caused by a Defined Event occurring during Transit and during the Period of Insurance, irrespective of Your legal liability.

Should You decide to decline liability under your conditions of carriage for any claim in relation to loss of or damage to Goods that would otherwise be covered by this section, We will defend any claim made on You and pay all legal costs and legal expenses incurred by You with Our prior consent.

Despite having instructed us to defend any claim under this section, You may subsequently instruct us to pay the claim, provided that the total amount paid to the claimant and the deductible does not exceed the Sum Insured. In addition, We will pay legal costs and legal expenses incurred in defending the claim with Our prior consent.

Defined Events applicable to this Section

Non-refrigerated Goods

Accidental loss of or damage to the Goods.

Refrigerated Goods

Accidental loss of or damage to the Goods excluding deterioration of Goods unless caused by variation in temperature following Accidental failure of the refrigerating machinery to perform its normal refrigeration cycle for a period of not less than 4 consecutive hours or as otherwise agreed and noted in the Schedule.

Livestock

Death and/or destruction of animals caused by an Accident, including death or destruction for humane reasons.

Section 2 - Specified Perils Cover

We will indemnify You for loss of or damage to Goods whilst in the Conveying Vehicle within the Geographical Limits or in Your premises, caused by a Defined Event occurring during Transit and during the Period of Insurance, irrespective of Your legal liability.

Should You decide to decline liability under your conditions of carriage for any claim in relation to loss of or damage to Goods that would otherwise be covered by this section, We will defend any claim made on You and pay all legal costs and legal expenses incurred by You with Our prior consent.

Despite having instructed us to defend any claim under this section, You may subsequently instruct us to pay the claim, provided that the total amount paid to the claimant and the deductible does not exceed the Sum Insured. In addition, We will pay legal costs and legal expenses incurred in defending the claim with Our prior consent.

Defined Events applicable to this Section

- fire, lightning, hail or explosion;
- flood;
- collision of the Conveying Vehicle except with the curb or uneven road surface;
- collision, crashing or forced landing of aircraft;
- jack-knifing, overturning and/or derailment of the Conveying Vehicle;
- impact of the load with any object which is not on or part of the Conveying Vehicle with the Goods;
- theft of Goods from the Conveying Vehicle following forcible and violent entry, pilferage or non-delivery;
- loading and unloading.

If transported by sea, the insured events specified above are extended to include;

- stranding, sinking, burning, grounding or collision of the vessel;
- any General Average and/or Salvage contribution You are required to pay;
- risks of jettison, washing overboard and loss or damage caused by a General Average Sacrifice.

Where refrigerated Goods are specified in the Schedule, cover is extended to include deterioration of the Goods following a Defined Event.

For Livestock, death or destruction for humane reasons caused by a Defined Event are covered by the Policy.

Optional Benefit

Trailer In Control

When this Optional Benefit is included in the Schedule, We cover You up to the Sum Insured provided You have declared the total number of trailers estimated to be in Your physical or legal control during the Period of Insurance.

We will indemnify You for any loss or destruction of or any damage to any trailer or series of trailers which is not owned, mortgaged or leased by You while such trailer or series of trailers is in Your lawful custody, possession or control and is being used in conjunction with Your normal course of business as a carrier.

If You have a loss which is recoverable under this clause We will, at Our option, either repair or replace the damaged trailer. The maximum amount We will pay for any one loss or series of losses caused by the one event is the amount shown in the Schedule.

Additional Benefits

Acquired Companies Clause

Any company, subsidiary company or firm that is formed, purchased or otherwise acquired by You during the Period of Insurance shall be covered under the Policy, provided always that You:

- a. hold a controlling interest in the company, subsidiary company or firm or have agreed to accept responsibility for insurance of such company, subsidiary company or firm; and
- b. advise Us of Your interest in the company, subsidiary company or firm within sixty (60) days from the date of signing of the instrument by which you acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and
- c. declare to Us the Gross Freight Earnings, type of Goods to be insured, past losses and then agree to any additional conditions required by Us and pay any additional premiums required by Us to be paid.

Additional Expenses Clause

The Policy is extended to include additional expenses for loss of market, delay and/or consequential loss (excluding fines, penalties and pollution liability) for which You are legally liable in respect of loss of or damage to Goods directly caused by:

- fire, lightning, or explosion, flood and/or collision of the Conveying Vehicle

- jack-knifing, overturning and/or derailment of the Conveying Vehicle, impact of the Goods with any object which is not on or part of the Conveying Vehicle

This clause excludes additional expenses incurred following impact of the Goods with the road surface and allied areas unless caused by an insured event.

We will only settle claims under this clause provided that You have complied with all Policy conditions.

The maximum amount We will pay for any one loss or series of losses caused by the one event is \$100,000.

In no case shall Our aggregate liability under the Policy inclusive of this clause exceed the sum insured specified in the Policy Schedule.

Debris Removal Clause

In the event of loss and/or damage by a Defined Event to the Goods and notwithstanding Our liability to pay a total loss, We shall also indemnify You for the cost of removal and/or disposal of the damaged Goods up to an amount of \$50,000 any one incident. Provided always this extension will only cover costs incurred that relate to the Goods and that such costs are not recoverable under any other policy of insurance.

This benefit does not apply to commercial bulk consignments of dangerous Goods that are defined by any government agency or authority as being dangerous goods.

Livestock – Agistment Expenses

This Policy covers all reasonable costs and expenses necessarily incurred in maintaining the Livestock at agistment when caused by an insured event. The maximum amount We will pay is limited to \$500 per animal and \$10,000 in the aggregate for any one loss or series of losses caused by the one event.

Livestock – Mustering Costs

This Policy covers all reasonable costs and expenses necessarily incurred for mustering of the Livestock at the scene of the Accident when caused by an insured event. The maximum amount We will pay is limited to \$500 per animal and \$10,000 in the aggregate for any one loss or series of losses caused by the one event.

Livestock – “Wandering Off”

This Policy covers loss of Livestock due to wandering from the scene of the Accident caused by an insured event. The maximum amount We will pay is limited to \$500 per animal and \$10,000 in the aggregate for any one loss or series of losses caused by the one event.

On Forwarding Clause

We will pay all reasonable costs necessarily incurred in unloading, storing and forwarding the Goods to the original destination in Australia following an insured event. The maximum amount We will pay for any one loss or series of losses caused by the one event is \$10,000.

Packaging

We will cover loss of or damage to packaging whilst carried in Transit caused by an insured event subject to a limit of \$50,000 any one loss or series of losses arising out of the one event, unless otherwise specified in the Schedule.

Packaging shall mean packing materials, crates, pallets or similar receptacles belonging to You or for which You are responsible, providing they are not otherwise insured under any other policy.

Your and Your Employee's Personal Property

This Policy is extended to cover loss or damage to Personal Property owned by You or for which You are legally responsible, including that of your employee(s) caused by fire, lightning, explosion, flood, jack-knifing, overturning and/or derailment of the Conveying Vehicle including theft following forcible and/or violent entry into the securely locked vehicle provided the loss is not recoverable under any other policy of insurance.

In no case shall Our aggregate liability under the Policy for loss or damage to Personal Property exceed \$2,000 any one loss or series of losses arising out of the one event.

General Exclusions applicable to both Sections

1. The Policy shall 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:
 - a. Delay, loss of market, or consequential loss of any description other than cover provided within the Policy;
 - b. Ordinary leakage, loss in weight or volume, wear and tear;
 - c. Rust, oxidisation or discolouration, unless caused by an insured event;
 - d. Inherent vice;
 - e. Shifting of the Goods or improper stowage and/or restraint of the Goods on the Conveying Vehicle, unless You have complied with all statutory requirements;
 - f. Scratching, denting, chipping where there is no visible evidence of damage to the Goods, unless caused by an insured event;
 - g. Vibration of the load during Transit;
 - h. For Goods requiring temperature control, the failure of You or Your servants, agents or Subcontractors to:-
 - take all reasonable precautions to Keep the Goods in a refrigerated, properly insulated or cooled space;
 - ensure the Goods are carried at the correct operating temperature, unless caused by a Defined Event as may be recoverable under Section 1 or, Section 2.
 - i. Electronic, electrical or mechanical failure of the goods unless there is visible external physical damage to the goods which occurred during Transit caused by an insured event;
 - j. The absence, shortage or withholding of power or fuel;
 - k. Cartage in an unsafe or unroadworthy vehicle or where the vehicle was carrying a load in excess of the design capacity unless the condition of the vehicle or overloading did not contribute to the loss and/or the condition was not reasonably detectable or known by You;
 - l. Cartage by an unlicensed driver or one whose faculties were impaired by drugs or alcohol in excess of that permitted by law, unless You did not know, or could not reasonably have known about the circumstances or condition of the driver. This exclusion will not apply to the extent that there are any statutory provisions to the contrary;
 - m. Vehicles and machines that You have been contracted to move whilst driven under their own power or whilst being towed other than during Loading and Unloading operations;
 - n. Damage to property caused by vehicles and machines being driven under their own power or whilst being towed;
 - o. Damage caused by Your misconduct or intentionally caused by You or any person acting with Your express or implied consent;
 - p. Reduction in the value of Goods because of repairs;

- q. Legal seizure, confiscation, nationalisation or requisition of the Goods and any fines, penalties, aggravated, exemplary or punitive damages;
- r. Chemical, biological, bio-chemical or electromagnetic weapon;
- s. War or warlike activities, which means invasion, act or foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these;
- t. The absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion;
- u. Damage which has not occurred during the Transit, for example, pre-existing damage or damage occurring after the Goods have been unpacked at destination;
- v. Under no circumstances do we insure under this Policy unless agreed and noted in the Schedule:
 - (i) bloodstock or stud or prize animals;
 - (ii) precious metals and stones, jewellery or money (which means any coin or banknote);
 - (iii) bullion, cheques, credit or other card sales vouchers, securities or shares;
 - (iv) bonds, deeds, bills of exchange or any document that represents or is exchangeable for money;
 - (v) radioactive goods or explosive goods;
 - (vi) commercial bulk consignments of dangerous Goods that are defined by any government agency or authority as being dangerous goods;
 - (vii) explosives;
 - (viii) live plants & trees;
 - (ix) property owned by You.

In addition, this Policy shall not under any circumstances 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:

2. Nuclear

caused by or in any way connected with ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste;
- b. the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or

- c. nuclear weapons material.

3. Terrorism

for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

This Policy also excludes death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

General Conditions applicable to both Sections

Alteration of Risk

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the Goods carried) in a way that would increase the risk of Accident occurring You must notify Us in writing. If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

Breach of Conditions

The law gives Us a number of rights if You do not comply with the conditions of this Policy. In particular cases We may be able to:

- cancel the Policy;
- avoid the Policy from the commencement date of the Period of Insurance;
- refuse to pay a claim;
- reduce the amount to be paid out on a claim.

Declaration of Gross Freight Earnings

The deposit premium advised at the inception of each period of insurance is provisional and based on the estimated Gross Freight Earnings during the Policy period. On expiry of the period of insurance the Policy will be adjusted by applying the agreed rate percent to the actual Gross Freight Earnings for that period. For the purpose of ascertaining any adjustment to this premium You must provide, within ninety (90) days from the expiry of each period of insurance, the actual Gross Freight Earnings.

The difference between the premium based on the actual figures at the end of the period and the premium calculated at inception will be paid by or allowed to You, as the case may be, but in any event a minimum retained premium equivalent to 75% of the full premium based on the initial estimates will be retained by Us.

We agree to waive any adjustment of premium where the difference between the actual Gross Freight Earnings and the estimated Gross Freight Earnings is less than 10%. You are required and agree to keep accurate records of all such figures and, on request, to provide Us with an audited copy of these records.

Declaration of Trailers in Control

Where this Optional Benefit has been selected You are required to declare at the commencement of the Period of Insurance the total number of trailers in Your physical or legal control and their value.

Livestock

It is a proviso of this Policy that the livestock are in good health prior to loading and fit for travel.

Claims Procedure

- a. As soon as You become aware of any, or any potential, Occurrence, claim, writ, summons, proceeding or request in writing for damages which may result in a claim under Your Policy You must, at Your own expense:

- (i) take such measures as may be reasonable for the purpose of averting or minimising such loss or damage. We will subject to any claim recoverable hereunder, additionally reimburse You for any charges properly and reasonably incurred in pursuance of these duties.

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.

- (ii) immediately inform the police of any malicious damage to or theft, of property in Your physical or legal control belonging to others;
- (iii) advise Us as soon as possible by telephone or facsimile telling Us how the loss of or damage to Goods or liability occurred;
- (iv) take all reasonable action to recover lost or stolen property that was in Your physical or legal control belonging to others and minimise the claim;
- (v) as far as possible preserve any Goods or Conveying Vehicle or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection;
- (vi) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
- (vii) as soon as reasonably practicable after the loss of or damage to Goods or liability occurred (or any further time which We may allow in writing) deliver to Us a written claim containing as detailed an account as is reasonably practicable of the circumstances surrounding the Property Damage or liability. If We ask You to provide Us with a Statutory Declaration You must provide it;
- (viii) immediately send Us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of; and
- (ix) at all times give Us all the information and assistance We may reasonably require;

- b. You MUST NOT:

- (i) admit liability for, or offer, or agree to settle any claim without Our written consent; and/or
- (ii) authorise the repair or replacement of anything without Our agreement;

- c. After You have advised Us of any loss of or damage to Goods or liability:
- (i) You must comply with all the terms of the conditions before We will meet any claim under the Policy;
 - (ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name;
 - (iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
 - (iv) We may pay You the Sum Insured under the Policy or any lesser amount for which a claim or claims may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You that We previously agreed to pay.

Pairs and Sets Clause

In the event of loss of or damage to an article forming part of a pair or set (caused by an insured peril) no regard shall be made to the value such article(s) may have to the pair or set and the amount recoverable under this Policy shall be calculated as a proportionate part of the insured value of the pair or set.

Cancellation rights under the Policy

- a. You may cancel the Policy at any time by notifying Us in writing;
- b. We have the right to cancel the Policy where permitted by law. For example, We can cancel:
 - if You failed to comply with Your Duty of Disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
 - where You have failed to comply with a provision of the Policy, including payment of premium, or
 - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You;
- c. If We decide to cancel Your Policy We will give written notice to You personally or by post to Your

last known address. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date. Note: A posted notice is deemed given to You at the time it would have been delivered in the normal course of the postal service;

- d. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of Your Policy and any government taxes or duties We cannot recover;
- e. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured, no return of premium will be made for any unused portion of the premium.

Non Payment of Premium by Instalments – Right to refuse a claim

Where You pay the premium by installments, You must ensure that they are paid on time because if an installment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim.

Cross Liability

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate Policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

Applicable Law

This Policy is governed by and shall be construed in accordance with the laws of New South Wales. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of a competent Court within the State or Territory of Australia in which the Policy was issued.

GST Notice

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Limit of Indemnity

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay, We will at Your request either pay You or the owner of the Goods or Livestock and We will have regard to the items below:

- 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 pay the GST amount in addition to the Limit of Indemnity or other limits shown in the Policy or in Your Schedule.

If Your Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

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.

- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Interests of other parties

Where the protection provided by the Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:

- (i) the willful acts exclusion; and
- (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of Property Damage or liability give notice in writing to Us and on demand pay such reasonable additional premium as We may require.

Other Insurance

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance policy covering the Goods whilst in the ordinary course of Transit effected by any other party then, as provided for under the Insurance Contracts Act

1984 We reserve the right to seek contribution from any other insurer(s). You must provide us with full information and all reasonable assistance in the recovery of our rateable proportion of such loss or damage.

Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for damage to Goods or other liability 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 Goods or other liability.

In arranging this insurance Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No. 240714 ACN 069 048 255 ABN 93 069 048 255 of Level 6, 55 Chandos Street, St Leonards, NSW, 2065 act as an agent for Allianz, not as Your agent.

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