

## INTRODUCTION

This policy of insurance provides cover for loss or damage to goods of your customers, transported by You. After You have read it thoroughly and You decide to buy insurance from Us, keep this Policy Wording in a safe place together with all Schedules We issue in the future, as they will form Your Contract of Insurance with Us.

## THE INSURER

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard), ABN 78 090 584 473, AFSL 241436.

Hollard is located at:

Level 12, 465 Victoria Avenue

Chatswood NSW 2067 Australia

Hollard has given ATL Insurance Group Pty Ltd, (ATL) an insurance binder authority. ATL's corporate details are ABN 33 133 273 631 and AFSL 333234.

ATL issues this product on behalf of Hollard, under their insurance binder authority. ATL has authority to issue, vary and cancel and handle claims arising under this insurance product. In issuing this product ATL is not acting as your agent; they act on behalf of Hollard.

If You require information about this insurance please contact ATL..

ATL is located at:

Unit 3, Ground Floor, 17 Mt Gravatt-Capalaba Road, Upper Mount Gravatt QLD 4122

Phone: 1300 667 178 Fax: (07) 3420 8899

## YOUR CHOICE OF PROTECTION

We will issue a Schedule that will indicate the type of cover selected by you together with the Sections of the Policy that are valid for the level of cover You have chosen. You can select one of the following types of Cover:

### Section 1 – Accidental Damage Cover

This section covers You for Accidental loss of or damage to covered Goods whilst in Your Conveying Vehicle or at Your Home Base or Depot occurring during Transit irrespective of Your legal liability or contract terms.

### Section 2 – Specified Perils Cover

This section covers You for loss of or damage to covered Goods whilst in Your Conveying Vehicle or at Your Home Base or Depot occurring during Transit caused by an Insured Event irrespective of Your legal liability or contract terms.

## PREMIUM CALCULATION

Our Premium is calculated when certain information is provided by You. This information includes (but is not limited to):

- Type of Goods being covered;
- Value of Goods being covered;
- Type of cover required;
- Operating radius and location of the Conveying Vehicle/s;
- Claims and Accident history of Your Conveying Vehicles;
- The number of Conveying Vehicles that you operate or are responsible for;
- Any risk management initiatives currently in place.

Your Premium may also include amounts payable in respect to compulsory statutory charges i.e. Stamp Duty, Fire Services Levy, GST.

The total amount payable will be advised to You when We issue You with a quote and again when We issue the Schedule.

## YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (as applicable)

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## PRIVACY

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and we comply with this Act. We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, Your broker and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require including issuing policies and paying claims..

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You would like a copy of Our Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

## GENERAL INSURANCE CODE OF PRACTICE

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- commit Us to high standards of service;
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning 02 9253 5100.

## FINANCIAL CLAIMS SCHEME

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

Because of this, Hollard is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim insurance cover under the policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the website at [www.fcs.gov.au](http://www.fcs.gov.au) or the APRA hotline on 1300 55 88 49.

## COMPLAINTS & DISPUTE RESOLUTION

We will do everything possible to provide quality service to You. However, We recognise that occasionally there may be some aspects of Our service or a decision We have made that You may wish to draw to Our attention.

Please contact Our staff on 07 3420 8888.

If Our staff cannot resolve the matter with You within 24 hours, Our Complaints and Dispute Resolution Procedure undertakes to provide an answer to Your complaint within 15 working days. If You have a complaint, please forward the details of Your concern in writing to Us at the following address;

The Complaints Manager  
ATL Insurance Group  
PO Box 6824  
Upper Mount Gravatt QLD 4122

If your concern still remains unresolved to your satisfaction or has not been resolved within 45 days, you may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as our external dispute resolution provider. FOS is an independent body and its service is free to you. FOS can be contacted via:

**post** GPO Box 3, Melbourne, Victoria 3001  
**web** [www.fos.org.au](http://www.fos.org.au)  
**email** [info@fos.org.au](mailto:info@fos.org.au)  
**phone** 1300 780 808

A decision of FOS is binding on us (up to specified jurisdiction limits). A decision of FOS is not binding on you and you have the right to seek further legal assistance.

## DEFINITIONS

You need to now understand what We mean by certain terms contained in Your Policy.

**Accident and/or Accidental** means an event or occurrence that You did not intend or expect to happen or could not have been expected to happen by a reasonable person with actual knowledge of the Goods and/or method of transport.

**Conveying Vehicle** means any mode of transport used by You to transport the Goods whether owned by You or a Subcontractor.

**Consequential Loss** means:

- a) loss of profit incurred;
- b) increased costs incurred to avoid or minimise a loss of profit; and/or
- c) any other special costs incurred.

by Your Customer as the direct consequence of loss or damage to Goods during Transit or where use of the Goods has been impaired or made impossible as a result of loss or damage during Transit.

**Customer** means the entity to who You provide Your services.

**Deliberate Third Party Act** means the deliberate act of any party other than You which was committed without Your knowledge or connivance provided this has not resulted from Your lack of due diligence.

This includes deliberate damage by Federal, State or Local authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard / pollution resulting from an Insured Event.

**Due Care** means the exercising by You of appropriate levels of prudence and caution in:

- the selection of, and provision of handling instructions to, third party transport service providers/Subcontractors;
- the selection of packaging appropriate to protect the Goods where this is organised by You;
- the handling, storage and movement of Goods by You including:
  - security measures to protect the Goods against theft where appropriate based on the nature of the Goods whilst either in Your Conveying Vehicle or whilst temporarily removed from the Conveying Vehicle;
  - the maintenance of Your Conveying Vehicles (including refrigeration machinery and security devices) in proper repair and sound working conditions;
  - the employment of competent drivers and other employees involved in transport or handling of Goods; and
  - the compliance with all statutory obligations, by-laws, regulations and standards imposed by public authorities.

**Endorsement** means documentary evidence of an alteration to the Policy which forms part of the Policy.

**Excess** means the amount payable by You for each and every loss recoverable under the Policy as specified in the Schedule. Where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each separate occurrence.

**General Average** means the maritime legal principle by which, should the shipowner, one or more cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.

**Geographical Limits** means the geographical area of operation specified in the Schedule limited to the kilometre, radius restriction (if any) from your Home Base or Depot, but always limited to Transits starting and terminating within Australia including, where applicable, sea voyages within Australian Territorial waters between Australian ports or places.

**Goods** means Customer property of any type other than the types listed under the Property Exclusions (Goods) section of the Policy.

**Home Base or Depot** means the location specified in the Schedule.

**Insured Event** means an event/peril shown under the individual Section heading (if applicable) for which cover is available under that Section. Any one event or a series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions is treated as one Insured Event.

**Livestock** means sheep, cattle, goats and pigs and/or other herd animals as identified in the Schedule but excluding horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals.

**Loading and Unloading** means loading or unloading of the Goods as specified below:

Loading commences when the Goods are first picked up by You or Your employees or Subcontractors inside the warehouse/premises or place of storage for the purposes of loading onto the Conveying Vehicle and terminates when the Goods have been placed on the Conveying Vehicle.

Unloading commences when the Goods are picked up from the Conveying Vehicle for the purposes of delivery to the receiver and terminates when the Goods are placed by You or Your employees or Subcontractors at the designated delivery point at the receiver's warehouse/premises or place of storage.

The following additional loading and unloading definitions apply to specialised circumstances and / or Goods

- Where the Goods are loaded or unloaded by crane:

Loading commences when the Goods are attached to and picked up by Your crane hook, or one which is controlled by You or Your employees or Subcontractors for the purposes of loading the consignment onto the Conveying Vehicle at the consignor's warehouse/premises or place of storage and terminates when the Goods have been positioned on the Conveying Vehicle.

Unloading commences when the Goods are picked up by Your crane hook or one which is controlled by You or Your employees or Subcontractors for the purposes of Unloading the Goods from the Conveying Vehicle and terminates when the Goods are placed by You or Your employees or Subcontractors at the designated delivery point at the receiver's warehouse/premises or place of storage.

- Where the Goods being loaded or unloaded are Livestock:

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.

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.

- Where the Goods being loaded or unloaded are motor vehicles:

Loading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purposes of being driven onto the loading ramps of the Conveying Vehicle from the ground or loading dock adjacent to the Conveying Vehicle or from the point where the motor vehicle is currently parked provided that the distance driven to the Conveying vehicle does not exceed 100 metres and terminates when the motor vehicle(s) being transported have been positioned on the Conveying Vehicle.

Unloading commences when the wheels or tracks of the motor vehicle(s) being transported by You first move for the purpose of delivery (or for the purposes of being placed into storage at the election of Your Customer) and terminates when the motor vehicle being carried is parked by You or Your employees or Subcontractor in the receiver's premises or in the loading dock, provided this is within 100 metres of the Conveying Vehicle, or alternatively, once the motor vehicle's wheels or tracks are driven off the Conveying Vehicle and are on the road or loading dock immediately adjacent to the Conveying Vehicle.

Note: Where a tilt tray vehicle is used to transport the Goods the above motor vehicle Loading/Unloading definition will also apply.

**Overturning** means inversion, laying at rest upon the side (which shall not include partial tipping causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through collision of the Conveying Vehicle).

**Period of Insurance** means the period commencing on the effective date and ending at the earlier of 4pm on the expiry date as shown in the Schedule and the time the Policy otherwise ends in accordance with its terms.

**Perishable Goods** means goods that are subject to a short shelf life but are not required to be transported in a temperature controlled Conveying Vehicle.

**Personal Property** means bedding, CB/UHF and scanner radios, food and drink and its containers (including thermos-flasks, eskies and mobile fridge), clothing and personal accessories and hygiene items, footwear, personal entertainment equipment, mobile phones, laptops and tablet computing devices.

Personal Property excludes: money or any negotiable or non-negotiable documents that represent money, credit cards, watches and jewellery, precious metals or stones. (Also refer to "General exclusions applicable to all Sections" for any other property which is not insured under the Policy).

**Policy** means this document, the Schedule and any other documents that parties agree in writing will form part of the policy (e.g. an Endorsement).

**Principal Carrier** means another carrier with whom You have entered an agreement to act as Subcontractor in respect of a particular shipment, contract, or multiple consignments.

**Proposal** means the written or electronic application form completed by You or on Your behalf in which You provided the information upon which We relied to enter into the Policy.

**Refrigerated Goods** means goods that are transported in a temperature controlled Conveying Vehicle that ensures that the goods maintain required storage temperature to prevent spoilage.

**Salvage** means either:

- what is left of the insured Goods or covered property after it has suffered loss or damage; or

- the physical act of recovering the insured Goods or covered property which has been lost or damaged, but which has residual commercial value.

**Schedule** means the relevant 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 you contract with to carry Goods and includes subcontractors of subcontractors.

**Sum Insured** means the relevant amount(s) to which Our liability is limited stated in the Policy or 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. (referred to in the Schedule as either Sum Insured or Limit of Liability).

In some cases a sub limit may be applicable to a particular Good or contract.

**Terms and Conditions** includes consignment notes, freight notes or standard conditions of contract incorporated into the contract for cartage or a contract, which has been individually negotiated with a particular Customer, issued by You (or a Principal Contractor) which limits Your liability for loss or damage to the Goods.

**Terrorism** means 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:

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

**Transit** means the period of time during the Period of Insurance which starts from the point where You or Your employees or Subcontractor first take possession of the Goods at the consignor's warehouse or premises for the purpose of Loading onto the Conveying Vehicle for transportation to the consignee at another destination outside the warehouse or premises. The Conveying Vehicle must leave the consignor's warehouse or premises within 72 hours of You or Your employees or subcontractor taking possession of the Goods for the purposes of transportation;

and ends at the earlier of:

- completion of Unloading and final delivery to the consignee at their warehouse or premises; or
- interruption of the normal course of transport at the election of Your Customer for the purposes of storage, allocation or distribution; or
- delivery of the Goods to the receiver or another responsible party as agreed with the consignor or consignee.

Transit continues:

- during incidental storage at Your Home Base or Depot for up to 72 hours which has not been requested by Your Customer but is necessary solely for the purposes of normal transshipment, handling or load consolidation/deconsolidation;
- whilst the Goods remain on the Conveying Vehicle for up to 48 hours after arrival at the destination in the event that the Goods cannot be immediately unloaded and delivered to the consignee;
- where the Goods are over-carried to an incorrect destination, until they are returned to the original consignor or delivered to the correct destination;
- where reconsigned or reshipped direct from a wharf or airport at the intended destination to another destination within the Geographical Limits, until arrival at the final destination;
- where shut out from a Conveying Vehicle at an intermediate place during the course of transit for up to 72 hours and whilst awaiting an alternative Conveying Vehicle, provided they are stored in a secure area.

**You, Your, Insured** means you, and any party specified in the Schedule. 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. Our limit of liability however shall not exceed the Sum Insured specified in the Schedule and Our liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

**We, Us, Insurer** means ATL, acting as agent for the Insurer, Hollard.

## WHAT YOU ARE INSURED AGAINST

Provided You have completed the required Proposal Form, paid Us the required Premium, and supplied Us with all of the necessary information We have requested, We will issue You with a Schedule. These documents combined with this Policy which will form Your Insurance contract. These documents will indicate the type of cover You have selected and will list which of the following sections of the Policy apply to Your insurance cover.

### LOSS OF OR DAMAGE TO GOODS UNDER SECTIONS 1 & 2

We will indemnify You for loss of or damage to Goods of the type specified, or under the contracts listed, in the Schedule whilst within:

- the Conveying Vehicle or in Your Home Base or Depot;
- either Your or Your Subcontractor's care, custody or control; and
- the Geographical Limits;

where such loss or damage to Goods is caused by an Insured Event under either section 1 or 2 of the policy (as applicable) which occurs both during Transit and the Period of Insurance up to the relevant Sum Insured.

### Liability Defence costs cover

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 the policy, We will defend any claim made against You and pay:

- all legal costs and legal expenses incurred by You with Our prior consent; and
  - any amounts awarded against You, including interest;
- up to but not exceeding the Sum Insured as shown in your Schedule

### Consequential Loss of owner of Goods cover

We will also pay, where You are legally liable to pay compensation for Consequential Loss incurred by the owner of the Goods caused solely by loss of or damage to the Goods covered under the relevant Policy up to a limit of \$100,000 which arises from one Insured Event. Cover under this benefit will not exceed \$100,000 in the aggregate during the Period of Insurance in addition to the Sum Insured.

## SECTION 1 – ACCIDENTAL DAMAGE COVER

The Insured Events covered under this Section are:

- Accident; or
- a Deliberate Third Party Act.

## SECTION 2 SPECIFIED PERILS COVER

The Insured Events covered under this Section are:

- fire, lightning, hail, windstorm, tornado or cyclone, explosion, flood;
- collision of the Conveying Vehicle with any external object other than the road, gutter, curb or road surface;
- collision, crashing or forced landing of aircraft (including an aircraft used to transport the Goods);
- collapse of bridges or culverts causing damage to the Goods on the Conveying Vehicle;
- 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;
- damage caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions;
- a Deliberate Third Party Act committed without Your, or the owner of the Goods, knowledge or connivance including malicious damage to the Goods on Your Conveying Vehicle;
- where the Goods are transported by sea, the stranding, sinking, burning, grounding, jettison, washing overboard or collision of the vessel with any object other than water.

## BASIS OF SETTLEMENT

Subject to the exceptions below and the terms and conditions of the Policy, the amount We will pay for loss of or damage to the Goods claimable under the Policy will be the lesser of:

- the invoice value covering the Goods;
- the actual market value of the Goods where there is no invoice value;

- the cost of repairing or replacing the Goods with items of similar age and condition or as near as possible to that age or condition (however, under no circumstances do We cover You for any reduction in the value of Goods because of repairs); or
- the amounts We negotiate as settlement for the loss of or damage to the Goods with the owner(s) on Your behalf.

Where the owner of the Goods retains any salvagable portion of the loss, the Salvage value will be deducted in any settlement amount.

**The following exceptions apply:**

**For new machinery** which has been damaged, We will pay for the cost of replacement or repair of the damaged part or parts plus any additional charges for forwarding and refitting.

**For used machinery:** in the event of a total or constructive total loss:

- for sales/purchases – the purchase or sale price (invoice price) plus freight and incidental transport charges;
- for stock transfers and other movements not involving a sale/purchase to evidence the value of the machine:
  - a) where a second hand market for the goods exists – the market value at the time of the loss plus freight and incidental transport charges
  - b) for specialised machinery where there is no second hand market – the written down asset value as evidenced by accounting records, or the new replacement value based on the closest available equivalent machine of similar technical specifications less agreed depreciation based on the age and condition of the machinery at the time of the loss, plus freight and incidental transport charges.

The amount payable in the event of a partial loss will not exceed the cost of repairing and reinstating the item to a condition equal to but not better or more extensive than its pre-loss condition, and in any event not exceeding the above.

**For packaging/shipping containers,**

We will pay the cost of repair or replacement (as required by the hand over agreement or similar document) but not exceeding the insured sub-limit expressed in the Policy or the Schedule where different.

**ADDITIONAL BENEFITS**

**Automatic reinstatement**

When We pay a claim under the Policy, the Sum Insured for the applicable Period of Insurance stated in the Schedule will be automatically reinstated without additional premium.

**Business and Driver Property**

The Policy is extended to cover loss of or damage to Your business property or Your employee driver's Personal Property which is in the Conveying Vehicle and during Transit, caused by one of the Section 2 Specified Perils or theft following forcible and/or violent entry into the securely locked Conveying Vehicle occurring during Transit but excluding any loss or damage occurring during Loading and Unloading.

In no case shall Our aggregate liability under the Policy for loss or damage to Your business or driver's Personal Property exceed \$2,000 any one loss or series of losses arising out of the one event. This benefit is in addition to any other Sum Insured shown on the Schedule.

**Container demurrage charges**

We will indemnify You for demurrage charges and/or late penalties assessed against You up to a maximum of \$50,000 (or as specified in the Schedule, where different) in addition to the Sum Insured where these are incurred during the Period of Insurance due to the container(s) being retained by You on Our instruction for the purposes of inspection following a claim. The demurrage period for which We will be liable begins at the time We instruct You to retain the containers and finishes at the time Our surveyor or assessor instructs You to return the containers.

**Debris Removal/Clean Up Costs Clause**

Where We have accepted liability for loss or damage to Goods, We will also pay up to \$100,000 (or as specified in the Schedule, where different) any one loss or series of losses caused by the one event in addition to the Sum Insured shown in the Schedule for such loss or damage, for the cost of removal and/or disposal of the damaged, deteriorated or contaminated Goods; and the cost of cleaning up the accident site, premises or location provided:

- a) these costs relate to the Goods;
- b) You are legally or contractually obliged to pay those costs; and
- c) 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.



### **General Average and Salvage Clause**

We will pay General Average and Salvage charges incurred during the relevant Transit in full irrespective of the amount insured being less than the contributory value.

### **Measures to Avert or Minimise Loss**

In the event of loss of or damage to Goods insured by the Policy, You can take reasonable measures to avert or minimise such loss or damage and We will, in addition to any loss recoverable under the Policy, reimburse You for any costs properly and reasonably incurred in this regard. Measures taken by You or Us with the object of saving, protecting or recovering the Goods shall not be deemed to be acceptance of liability nor will they prejudice either Your or Our rights under the Policy.

### **On Forwarding Clause**

We will pay all reasonable costs necessarily incurred in Unloading, storing and forwarding the Goods to the original destination in Australia or place from which they were dispatched following a covered Insured Event. The maximum amount We will pay for any one loss or series of losses caused by the one event is \$25,000, or as specified in the Schedule, where different.

### **Packaging and equipment**

We will extend Your cover under the relevant Section for loss of or damage to:

- packaging materials, crates, pallets, shipping containers, flatracks, tanktainers, demountable bodies, flat or similar unit (including ancillary equipment whilst attaching to such unit), or similar items owned by You or for which You have legal or contractual responsibility; and
- equipment used by You in cargo handling including tarpaulins, ropes, chains, webbing straps, restraints, dogs, gates, trolleys and containers;

provided they are not otherwise insured under any other policy of insurance, whilst carried on Your Conveying Vehicle, during an insured Transit during the Period of Insurance, caused by one of the Insured Events listed under Section 2 Specified Perils Cover. This benefit is subject to a limit of \$50,000 any one loss or series of losses arising out of the one event, or as specified in the Schedule where different, in addition to the Sum Insured shown in the Schedule.

### **Re-Securing costs**

We will insure You for all reasonable costs and expenses up to a maximum of \$5,000 (unless otherwise specified in the Schedule and provided they are not recoverable under any other policy of insurance) incurred in re-securing the Goods where there has been movement of the Goods in Transit which makes re-securing necessary, even though there may be no damage to the Goods resulting from the incident, providing these circumstances were outside Your control and You could not reasonably be expected to know of them during the normal course of Your business.

### **Transport outside Geographical Limits**

We will automatically hold You covered for increased Geographical Limits where You commence a new contract and where You are required to transport Goods outside the current Geographical Limits stated in the Schedule, provided;

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible but no later than 30 days after You become aware, including the likely frequency of such trips and any other changes to your business processes that have been declared to us.

We reserve the right to charge an additional premium and apply a higher Excess for loss or damage arising during such longer haul work. If a higher Excess is applicable, this will be shown on Your Schedule.

We will also automatically cover You in the event of a one-off transport outside Your normal radius of operations that is not part of Your normal operations provided that:

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible but no later than 30 days.

In the event of a claim for such covered one-off transport, the basic Policy Excess (as shown in the Schedule) will automatically be doubled.

## **GENERAL EXCLUSIONS**

### **PROPERTY EXCLUSIONS (Goods)**

Except as provided in the Policy, We do not insure You for loss or damage to property other than Goods/freight of the types noted in the Schedule. The following types of Goods are excluded unless specifically agreed to by Us and noted on the Schedule:

- Livestock;
- horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals;
- live plants and trees;
- Refrigerated Goods;

- Perishable Goods unless they are being carried by a non-refrigerated or temperature controlled Conveying Vehicle within a radius not exceeding 400 kilometres from your Home Base or Depot;
- works of art or antiques;
- home contents and personal effects (domestic removals);
- property owned by You including tools of trade, electrical and electronic equipment;
- motor vehicles;
- Dangerous Goods as defined by the current Australian Dangerous Goods Code or any government agency or authority 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; and
- laptops and personal computers including monitors and microprocessors, mobile phones and SIM cards, tablet devices, gaming consoles and/or cameras.

Under no circumstances do We insure under the Policy:

- precious metals and stones, or jewellery;
- 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;
- cigarettes, tobacco/tobacco products;
- radioactive Goods or explosive Goods;
- vehicles and machines that You have been contracted to move whilst being driven under their own power or whilst being towed other than during Loading and Unloading operations; or
- pharmaceuticals.

## **PERILS EXCLUSIONS**

Except as provided in the Policy, We do not cover the following:

### **Losses unrelated to provision of transport services**

Loss or damage:

- which has not occurred during the Transit, for example, pre-existing damage or damage occurring after the Goods have been unpacked at destination;
- as a result of rejection, late arrival;
- arising from unexplained loss, mysterious disappearance and/ or shortage deduced solely from an inventory computation;
- resulting from insolvency or financial default of any agent or Subcontractor;
- delay, loss of market, or consequential loss of any description except as otherwise provided for in the Policy Sections applicable.

### **Failure to take Due Care and/or deliberate damage**

Loss or damage to Goods caused by:

- Your misconduct or intentional acts caused by You or any person acting with Your express or implied consent;
- failure to exercise Due Care in the safe handling, storage, protection and security of the Goods;
- cartage in an unsafe or unroadworthy Conveying Vehicle unless the condition of the Conveying Vehicle did not contribute to the loss and/or the condition was not reasonably detectable or known by You;
- cartage of Goods in excess of the weight, mass or dimensions permitted for the Conveying Vehicle design or license or where greater than permitted by law, regulation, permit or advisory sign unless You can prove that the excess dimension or excess configuration was Accidental and could not be reasonably known, detected and prevented by You;
- 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;
- cartage of Dangerous Goods which are not carried in accordance with the provisions of the current Australian Dangerous Goods Code, regardless of package size or quantity, and whether or not Dangerous Goods have been specified in the Schedule.

### **Packaging, stowage and restraint of the Goods**

Loss or damage to Goods caused by:

- insufficiency or unsuitability of packaging or preparation of the Goods other than the cover provided for Refrigerated Goods in respect of variation in temperature detailed in Sections 1 and 2 (where cover taken);
- vibration of the load during Transit except due to an Insured Event under Section 1;
- scratching, denting, chipping of items carried without suitable protection against possible impact from stones, gravel or other road surface materials;
- shifting of the Goods or improper stowage and/or restraint of the Goods on the Conveying Vehicle, unless You can demonstrate that You complied with all statutory requirements in respect of the load;
- other items left inside a vehicle or machine which has not been suitably secured to prevent movement.

**Inherent Vice**

Loss or damage to Goods due to inherent vice except for refrigerated, temperature controlled or Perishable Goods due to variation in temperature as provided in Sections 1 and 2 (where cover taken).

**Mould, Vermin, Leakage and Mildew**

Loss or damage to Goods due to moths, mould, mildew, insects, rats or other vermin, ordinary leakage, loss in weight or volume or wear and tear of the Goods.

**Rust & Oxidisation**

Loss or damage to Goods due to rust, oxidisation or discolouration, unless caused by an Insured Event.

**Mechanical and/or Electronic Derangement**

Loss or damage to Goods caused by:

- 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;
- loss of data from any computer hardware or software unless there is visible external physical damage to the Goods which occurred during Transit caused by an Insured Event;
- damage to Goods which are vehicles and machines whilst being towed or whilst being driven under their own power except during Loading and Unloading operations as specified in the Policy;
- arising from the dismantling, assembly, testing or fabrication of machinery, plant, equipment or structure.

**Goods Insured**

Loss or damage to any third party property other than the Goods or any property expressly covered under the Policy.

**Asbestos**

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 asbestos, or any materials containing asbestos in whatever form or quantity.

**Infectious Materials**

Loss or damage howsoever caused due to the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise including any losses caused by a quarantinable disease listed in the Australian Quarantine Act 1908 or similar.

**War, strikes, legal seizure, nuclear:**

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:

- legal seizure, confiscation, nationalisation, requisition, destruction or damage by the order of any Government, Public Authority or Local Authority, and any fines, penalties, aggravated, exemplary, liquidated or punitive damages;
- 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;
- the absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion;
- any chemical, biological, bio-chemical, or electromagnetic weapon or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

**Terrorism**

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 regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The 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.

**Insurance for your customers**

The cover provided by this Policy is intended to indemnify you for your responsibility for loss or damage which you are carrying in the normal course of Transit. This Policy does not provide insurance cover for your customers. You are not authorised to provide any financial services on our behalf. For the purposes of this clause, "Financial Services" includes selling, arranging or offering insurance issued by us or giving financial product advice (as defined in the Corporations Act 2001 (Cth)) on our behalf.

## GENERAL CONDITIONS

### THE FOLLOWING GENERAL CONDITIONS APPLY TO ALL SECTIONS OF THE POLICY

#### Applicable law

The 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.

#### Changing your policy

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 condition

The law gives Us a number of rights if You do not comply with the conditions of the 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.

#### 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.

#### Due Care

It is a condition of the Policy that at all stages You must take Due Care in the handling, storage and movement of Goods in Your care, custody and control.

#### GST notice

If You are entitled to an input tax credit on any part of the premium You paid for this policy, then any sub limits or limits of liability stated in the policy are exclusive of GST to the extent of Your input tax credit entitlement.

In situations where We make a cash payment to You for the purchase of goods or services for which You are entitled to claim an input tax credit, We will only pay You an amount that is equal to Your net cost i.e. Your cost after claiming input tax credits.

#### 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 will not pay for Your claim to the extent the loss or damage is covered by the other policy.

However, this clause will not apply if You are a contracting party under this Policy and the other policy. In such a case You may choose which policy to claim under. If You claim under this Policy We may seek contribution from Your other insurer. You must give Us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer

#### Pairs and sets

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

#### Prohibited cover

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund a premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

#### Subrogation/Rights of recovery

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim insured by the Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses. In particular, We reserve the right of subrogation against any of Your Subcontractors not solely and directly working under Your instructions and contract, or which have in place their own insurance arrangements covering their liability for loss or damage to Goods they carry.

## Waiver of subrogation rights

We may not be liable to pay any benefits under the 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.

## CLAIMS PROCEDURES

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:

- 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;
- immediately inform the police of any malicious damage to or theft, of property in Your physical or legal control belonging to others;
- advise Us as soon as possible by email, telephone or facsimile telling Us how the loss of or damage to Goods or liability occurred;
- 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;
- 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;
- 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;
- as soon as reasonably practicable after the loss of or damage to Goods or liability occurred, deliver to Us a written claim containing as detailed an account of the circumstances surrounding the property damage or liability.
- if We ask You to provide Us with a Statutory Declaration You must provide it;
- 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
- at all times give Us all the information and assistance We may reasonably require.

### You MUST NOT:

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

### After You have advised Us of any loss of or damage to Goods

- You must comply with all the terms of the conditions before We will meet any claim under the Policy;
- 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;
- 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;
- 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.

### Inspection and report:

Sometimes it may be necessary to arrange for a professional Inspection and Report to determine if there has been loss or damage covered by the Policy for which costs may initially be incurred by You or Us.

- If the claim is subsequently accepted as valid by Us, We will bear these costs subject to Sum Insured; and
- if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for these costs.

## PHONE ASSISTANCE AND CONTACT DETAILS

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If You need to clarify any of the information contained in this Policy Document or You have any queries regarding Your Insurance Policy, or You need to report a claim, please contact Us directly or contact Your appointed Insurance Intermediary.

**For all enquiries, please call:**

ATL Insurance Group

**Address**

Unit 3, Ground Floor 17 Mt Gravatt-Capalaba Road  
Upper Mount Gravatt QLD 4122

GPO Box 6824  
Upper Mount Gravatt QLD 4122

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