



PROTEUS CARRIERS INSURANCE

Marine Insurance Policy



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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About NM Insurance

NM Insurance Pty Ltd ('NM Insurance') holds an Australian Financial Service Licence (AFSL 227 186). NM Insurance ABN is 34 100 633 038 and can be contacted at:

Level 5, 50 Berry Street, North Sydney, NSW, 2060 Email: info@nautilusinsurance.com.au
Phone: 1300 780 533

NM Insurance is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited ABN 98 073 659 677 ('SGL').

NM Insurance acts under a binding authority from QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence No 239545.

About Proteus

Proteus Marine Insurance Pty Ltd ('Proteus') is an Authorised Representative of NM Insurance AR No. 001245315. Proteus ABN is 98 612 132 126 and can be contacted at:

Level 5, 50 Berry Street, North Sydney, NSW, 2060 Email: info@proteusinsurance.com.au
Phone: 1300 767 231

Authority to act on our behalf

We have given Proteus as an Authorised Representative of NM Insurance a binding authority to administer and issue policies, alterations and renewals. Under the terms of this binding authority Proteus as an Authorised Representative of NM Insurance, acts as our agent, and not yours, but liability within the terms and conditions of the policy remain at all times with us. If you have any queries in relation to your Policy, please contact Proteus.

To make a claim

Full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Proteus by sending an email: to info@proteusinsurance.com.au

Important information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty of disclosure

Before you enter into an insurance contract, you have a duty to 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 something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

The General Insurance Code of Practice

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

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

Privacy

QBE and Proteus each have a privacy policy which sets out personal information they collect and how they collect, disclosure, store and use it. In this Privacy Notice, the use of 'we', 'our' or 'us' means QBE and Proteus unless specified otherwise.

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

Our Privacy Policies describe in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of QBE's Privacy Policy please visit www.qbe.com.au/privacy or contact our customer care unit. To get a free copy of Proteus' Privacy Policy please visit www.proteusinsurance.com.au or contact the Privacy Officer for Proteus on 1300 767 231. It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

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

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

Something not right?

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

Step 1 – Talk to us

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

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

Step 2 – Escalate your complaint

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

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

Step 3 – Still not resolved?

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

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

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

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

Contacting QBE's CCU, FOS or the OAIC

How to contact QBE Customer Care

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

How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Section 1 - Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section

When we say	We mean
Accidental	any occurrence or event which arises during the transit which results in loss or damage to the goods which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the goods.
Approved terms and conditions	any written agreement defining or limiting your legal responsibility for goods in your care, custody and control. This includes a consignment note, freight note or conditions of contract issued by you (or a principal contractor) which incorporates into the contract of carriage its standard terms and conditions (which contain and exclusion of its liability for loss of or damage to goods or livestock) as approved by us.
Conveying vehicle	any mode of transport used by you to transport the goods whether owned by you or a subcontractor.
Financial services	includes selling, arranging or offering insurance or giving financial product advice (as defined in section 766B of the Corporations Act 2001 (Cth)) on our behalf.
Goods	<p>general cargo and other property specified in the Policy Schedule while in your care, custody or control.</p> <p>This Policy does not cover (unless we have agreed and have specified it in the Policy Schedule) the transport of:</p> <ul style="list-style-type: none"> commercial bulk consignments (dangerous goods) as defined by Government authority; Liquid/Gas/Paste Goods in a container with a capacity exceeding 500 Litres; Solids in a container in an undivided quantity exceeding 500kg; Dangerous goods transported by Intermediate bulk containers (IBCs). motor vehicles, heavy machinery, livestock, refrigerated/perishable goods and household & personal effects including furniture, cigarettes, tobacco and tobacco products, money, currency, notes, securities or negotiable documents, property owned by you.
Gross Freight Earnings	means the total gross revenue (a term which includes fees, charges and commissions but excludes GST) derived by you during the period of insurance for transportation services provided by you as principal, subcontractor or by subcontractors other than costs incurred in security permits, pilot and escort expenditure (where applicable).
Livestock	means sheep, cattle, goats and pigs (herd animals) and farm birds (e.g. chickens) as specified in the Policy Schedule while in Your care, custody or control. Livestock does not include birds and bloodstock, exotic, stud or prize animals or other animals.

When we say	We mean
Loading and unloading	<p>your loading or unloading of the goods as specified below:</p> <p>General Cargo:</p> <ul style="list-style-type: none"> 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. Unloading commences when the goods are being unloaded from the conveying vehicle and terminates when the goods are placed inside the warehouse/premises or place of storage. <p>Livestock:</p> <ul style="list-style-type: none"> 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. <p>Motor Vehicles:</p> <ul style="list-style-type: none"> Loading commences when the motor vehicle's wheels/tracks are driven up to 500m from their parking position and on to the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle and terminates when the motor vehicle have been positioned on the conveying vehicle. Unloading commences from the time the motor vehicle commences to drive off the loading ramps and terminates when the motor vehicle is parked on the ground or loading dock adjacent or within 500m of the conveying vehicle. <p>Note: Where a Tilt Tray vehicle is used to convey goods, the above Motor Vehicle wording will also apply.</p> <p>Crane:</p> <ul style="list-style-type: none"> Loading commences when the goods are picked up by the 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. Unloading commences when the goods are picked up by the crane hook and terminates when the goods are positioned inside warehouse/premises or place of storage.
Miscellaneous Equipment	webbing straps, tarpaulins, ropes and chains, electric or hydraulic trolleys, gates and dogs belonging to you or for which you are responsible.
Packaging	packing materials, shipping containers, flat racks, crates, pallets, or similar receptacles belonging to you or for which you are responsible.
Period of insurance	The period shown in the Policy Schedule or any renewal period, during which the insurance provided by this Policy is in force.
Personal property	Bedding, CB/UHF and scanner radios, food/drink and its containers (e.g. thermos-flasks, eskies and mobile fridges), clothing and personal accessories, footwear, mobile telephones, personal entertainment equipment (e.g. DVD/CD players, iPods or MP3 players), BUT EXCLUDING money, credit cards, watches and jewellery.

When we say	We mean
Premium	The amount you pay for the insurance provided by this Policy, including any taxes and other government charges.
Principal carrier	another carrier with whom you have entered an agreement to act as Subcontractor in respect of a particular shipment, contract, or multiple consignments.
Policy Schedule	This Policy Wording and any endorsements we issue to you which amend this Policy Wording or the Policy Schedule.
Subcontractor	any person, entity or company to whom you have entrusted the transit of the goods. Where you are acting as a subcontractor to a Principal carrier, this means you are undertaking the transit of the goods on behalf of the Principal carrier.
Terrorism	Any act(s) of any person(s) or organisation(s) involving: <ul style="list-style-type: none"> the causing, occasioning or threatening of harm of whatever nature and by whatever means putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature. <p>'Terrorism' shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.</p>
We, us or our	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your, yours	The person(s), companies or firms named on the current Policy Schedule.

Policy terms and conditions

Section 2 – This insurance contract

This Policy wording contains all of the insurance cover available under your Carriers Insurance Policy.

No Insurance for your Customers

The cover provided by this Policy is intended to indemnify you for your responsibility for any loss or damage to goods including livestock which you are carrying in the normal course of transit. This Policy does not provide insurance cover for your customers, principals or subcontractors. We insure you if you subcontract the transportation of the goods or are acting as a subcontractor to a principal carrier. You are not authorised to provide any financial services on our behalf.

This Policy is divided into sections for:

- (A) [Accidental damage cover - \(Section 4\)](#)
- (B) [Carriers legal liability cover - \(Section 6\)](#)

Each of these cover options provides a different type of cover. You can select the cover options that you need in the application form you give us.

We do not automatically insure you for each type of cover. You are only insured for the cover that you requested in your application for insurance.

Your Policy Schedule shows which insurance cover options you have selected and the amounts you are covered for

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

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

- having paid or agreed to pay the premium to the us; and
- providing to us a written completed application.

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

Subcontractors used by you

When goods are entrusted to a subcontractor, the cover provided by this Policy applies to the subcontractor subject to their legal liability under any written terms and conditions or subcontract agreement with You.

We reserve the right of subrogation against any subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Carriers Cargo, Transit or Carrier's Liability insurance policy.

Law and Practice

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia.

Section 3 - The transit

During the period of insurance, cover commences from the time the goods are entrusted into your care at the warehouse or premises for the purposes of transportation to a destination outside the premises. The vehicle must leave the warehouse or premises within 48 hours.

The transit terminates upon:

delivery to the position designated by the receiver at the receiver's or other designated warehouse or premises, or

- delivery to any other warehouse or premises when the goods pass out of your care to the designated receiver of the goods, or
- delivery to any other warehouse or premises for the purpose of storage not incidental to transit,

whichever first occurs.

Section 4 – Accidental damage cover

We will indemnify you or any other party directed by you in relation to goods and/or livestock owned by others where you accept responsibility for loss of or damage or death of livestock caused by an insured event.

The insured event must occur:

- while the goods and/or livestock are in your custody or the custody of your subcontractors for the purpose of transit, and
- during the Period of Insurance and geographical limits specified in the Policy Schedule.

Insured Events

1. Non-refrigerated goods

This Policy covers accidental loss of or damage to the goods during transit and loss or damage caused by the deliberate act of a third party, subject to the Policy exclusions and general conditions listed in sections 8 and 9.

2. Refrigerated goods

This Policy covers accidental loss of or damage to the goods and loss or damage caused by the deliberate act of a third party but excluding deterioration unless caused by variation in temperature following:

- (i) accidental failure, breakdown, stoppage or malfunction of the refrigerating machinery, and/or
- (ii) mismanagement of the refrigerating machinery by you or your subcontractors, and/or
- (iii) disruption of the airflow within the carrying vehicle or container caused by mismanagement of the interior bulkheads by you or your subcontractors, resulting in variation in temperature outside of the required range for a period of not less than 4 hours unless a different period is specified in the Policy Schedule.

If required by us you will need to provide evidence that the refrigeration machinery has been properly maintained.

3. Livestock

This Policy covers death of animals caused by accident or natural causes during transit, subject to the exclusions and general conditions listed in sections 8 and 9 and provided that the animals are:

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

Cover includes the risks of death or humane killing of livestock that is necessary following an insured event.

4. Consequential loss

We will, at your request and regardless of your legal liability, indemnify your Customer for losses incurred by the owner of the goods arising from consequential loss (including delay and/or loss of market), provided that the customer supplies you with documentary evidence of the loss and can demonstrate to us that such loss arose as a direct consequence of physical loss and/or physical damage to the goods while in transit.

Claims will be settled up to a limit of \$100,000 any one loss or series of losses caused by the one (1) insured event (but not exceeding \$200,000 in the aggregate during the Period of Insurance) in addition to the limit of liability stated in the Policy Schedule.

Section 5 – Additional benefits

Onforwarding Clause

We will pay all reasonable costs necessarily incurred in unloading, storing and forwarding the goods (excluding commercial bulk consignments of dangerous goods) by road to the original destination in Australia when caused by an insured event.

Subject to a limit of \$50,000 in total for any one loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule.

Livestock risks

Where livestock have been included in the goods insured specified in the Policy Schedule, the following additional benefits will apply:

Agistment expenses

This Policy covers all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$1,000 per animal and \$25,000 in aggregate for any one loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule.

Mustering costs

This Policy covers all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

Subject to a limit of \$1,000 per animal to a maximum of \$25,000 in total for any one loss or series of losses arising from one (1) event, unless otherwise specified in the Policy Schedule.

Wandering off clause

This Policy covers loss of animals due to “wandering off” from the scene of the accident caused by an insured event.

Subject to a limit of \$25,000 for any one loss or series of losses arising from one (1) event, unless otherwise specified in the Policy Schedule.

Section 6 – Legal liability cover

We will indemnify you for all sums that you become legally liable to pay under the terms of your approved terms and conditions for:

- (a) compensation for physical loss of or damage to goods or death of livestock entrusted to your care,
- (b) delay, loss of market or consequential loss that is caused solely by the loss of or damage to the goods or death of livestock.

The insured event must occur during the period of insurance and geographical limits specified in the Policy Schedule.

Your cover may be reduced where:

- (i) you intentionally choose not to use the approved terms and conditions,
- (ii) your changing or waiver of the approved terms and conditions increases your liability and you have not obtained our approval of the changes or waiver,
- (iii) you unintentionally fail to incorporate or apply the approved terms and conditions.

In these circumstances, we will reduce our liability to that which would have applied had your approved terms and conditions been incorporated into the contract of carriage.

Additional benefits

Errors & Omissions

We will indemnify you for all amounts that you become legally liable to pay by way of compensation under the terms and conditions of any Approved Terms and Conditions for financial loss incurred by the owner of the goods arising from:

- (a) delay in performing your contractual obligations, except where the delay is caused or contributed to by your customer's instructions;
- (b) delivery of goods to the wrong party and/or the wrong destination; and
- (c) physical loss of and/or physical damage to goods to the extent that your liability is incurred or increased by an incorrect statement or omission in any contract of carriage or handling documentation, arising from an occurrence during the period of insurance specified in the Policy.

We will indemnify your customer under Section 6 up to a limit of \$100,000 arising from one (1) event (but not exceeding \$200,000 in the aggregate during the period of insurance specified in the Policy).

Penalties

We will indemnify you against any penalty resulting from a claim by a regulatory authority that otherwise would be excluded by reason of exclusion 10 (fines, penalties, and/or liquidated damages) where the claim is first made on you and notified in writing to us in the period of insurance.

However, we will not be liable to indemnify you in respect of any penalty arising directly or indirectly from or which is based upon, attributable to, or in consequence of any:

- (a) dishonest, wilful, intentional or deliberate wrongful act; or
- (b) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any Act; or
- (c) your gross negligence or recklessness; or
- (d) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost; or
- (e) breach of sections 182 or 183 of the Corporations Act and any amendment, consolidation or re-enactment of any of these sections.
- (f) fines or penalties imposed arising directly from the driving or parking of a vehicle.

We will also not be liable for fines or penalties uninsurable under any law. Our aggregate liability for all claims under this extension will not exceed \$250,000 provided you shall be liable for the first \$1,000 of any penalty.

Section 7 – Additional features - applicable to all sections

Accumulation

In the event of accumulation of goods during transport or transshipment beyond the limits of liability due to interruption of transit and or other circumstances beyond your control, the limits of liability shown in the Policy Schedule will not apply provided that the accumulation of the goods beyond such limits is outside your control and you give us immediate notice as soon as the circumstances are known to you.

The most we will pay under this clause is limited to double the limits of liability shown in the Policy Schedule for each and every loss or occurrence or series of losses or occurrences arising out of the same event or \$10,000,000 whichever is the lesser.

Acquired Companies

This Policy extends to include any company, subsidiary company or firm formed or purchased by you during the period of insurance provided that:

- you hold a controlling interest or have agreed to accept responsibility for insurance;
- you advise us of the existence of the company or firm not later than 30 days from the date of signing the purchase contract or date of formation;
- you declare to us the estimated gross freight earnings, type of goods carried and past claims history; and
- you agree to the additional conditions and premium required by us.

General Average and Salvage contribution

This Policy is extended to cover your legal liability to pay any General Average and/or salvage contributions in relation to any transit by sea and pursuant to the terms and conditions of a bill of lading or similar sea carriage document caused by an insured event during transit and while the goods are in your care custody or control, subject to the subject to the limit of liability specified in the Policy Schedule.

Miscellaneous Equipment

This Policy is extended to cover loss of or damage to miscellaneous equipment while carried in your vehicle caused by the following insured events:

- fire,
- flood,
- collision of the conveying vehicle except with the curb or uneven road surface,
- jack-knifing, overturning of the conveying vehicle,
- theft following forcible and violent entry into a secured locked vehicle.

Subject to a limit of \$25,000 for any one loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

Packaging and shipping containers

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

Packaging

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

Removal of Debris/Clean-up Costs

We will pay all reasonable costs and expenses incurred in removing and disposing/cleaning-up of the accident site of damaged goods caused by an insured event, subject to a limit of \$50,000 for any one loss or series of losses caused by the one (1) event.

Resecuring

This Policy is extended to cover you for any liability that you incur as a result of all reasonable costs and expenses incurred in resecuring the goods where there has been movement of the goods in transit, which makes resecuring necessary, even though there may be no claim resulting from the incident.

Subject to a limit of \$5,000 any one incident, unless otherwise specified in the Policy Schedule.

Shipping container demurrage / SOLAS costs

This policy covers:

- (a) Your obligation to pay demurrage charges or penalties following the late return of shipping containers due to you retaining containers at our request for 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 instructs you to return the containers.
- (b) Additional costs incurred by you to return shipping containers to the point of loading for the commencement of transit where, following an error in the shipping documentation, the container has failed the SOLAS Regulation V1/2 VGM certification process; provided that:
 - (i) You were not aware that the container was not compliant with the SOLAS regulation;
 - (ii) The consignor or responsible party has failed to pay the additional transport costs and you have taken all reasonable steps to recover these costs.

Subject to a limit of \$50,000 for any one loss or series of losses caused by the one (1) event, unless otherwise specified in the policy schedule and provided the costs are not recoverable under any other policy of insurance.

General exclusions

Section 8 – Policy exclusions - applicable to all sections

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Radioactive contamination

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- (e) any chemical, biological, biochemical, or electromagnetic weapon.

Additional exclusions

The exclusions set out in this section apply to all sections including cover options of this Policy.

This Policy does not cover any loss, damage or liability:

1. to property other than the goods specified in this Policy,
2. to goods carried in a vehicle which is unsafe or unroadworthy unless that condition of the vehicle could not reasonably have been detected by you or it did not contribute to the loss,
3. to goods when the vehicle is carrying a load in excess of that for which it was designed unless the overloading could not reasonably have been detected by you,
4. to goods when the vehicle is being driven by a driver who is not licensed under the applicable law to drive the vehicle unless you did not know and could not reasonably have known that the driver was unlicensed (unless you did not know or would not reasonably have known that the vehicle was unlicensed),
5. to goods when the vehicle is being driven by a person whose faculties are impaired by a drug or intoxicating liquor or who has a concentration of alcohol in his or her blood in excess of that permitted by law for a driver of a motor vehicle unless you did not know and could not reasonably have known that the driver was so affected. This exclusion will not apply to the extent that there are any statutory provisions to the contrary.
6. to goods out of any wilful act or acts committed by you or someone with your knowledge or connivance,
7. to goods as a result of reduction in value of goods due to repairs,
8. to goods as a result of electronic, electrical or mechanical failure unless there is visible external physical damage which occurred during transit caused by an insured event,
9. to goods directly or indirectly caused by war, acts of war (whether war be declared or not), rebellion, revolution, nationalisation, requisition, destruction or damage by or by the order of any government, public authority or local authority,
10. fines, penalties, and/or liquidated damages (except as provided for in section 6),
11. from aggravated, exemplary or punitive damages,
12. from ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods,
13. from insufficiency or unsuitability of packing or preparation of the goods ("packing" shall include stowage, or restraint of the goods on your vehicle) except for the cover provided under the Refrigerated Goods cover (detailed in Section 4);
14. from inherent vice or nature of the goods (except for refrigerated goods due to variation in temperature as provided in Section 4),
15. to animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay,
16. from the failure of the you or your servants to take all reasonable precautions to ensure that the goods are kept in refrigerated, or, where appropriate, properly insulated and cooled space (for refrigerated goods),
17. to property (except for the insured goods) caused by the operation of a lifting device,
18. where dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,
19. to refrigerated goods caused by the failure of your refrigeration equipment which has not been regularly serviced and maintained;
20. if the trailer used to transport the goods is detached from the conveying vehicle and is not secured in a fenced and gated compound, unless it is fitted with Kingpin locks or other similar security/immobilising devices.

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

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

- (a) as per the Section 3 – The transit, or
- (b) on delivery to any other warehouse or place of storage, whether prior to or at the intended destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

The cover provided by this Policy is subject to the following additional conditions.

We are liable to you for loss or damage covered by this Policy whether assumed by you or for which you are legally liable. This liability does not create an interest in this Policy on behalf of any person in relation to any loss or damage for which you have accepted liability under this Policy. You, not us, are responsible for any liability that you have accepted that is caused by an insured event or any other event that has caused you to be liable during the course of transit of goods by you.

You may not represent to any person that you are able to arrange insurance cover under this Policy or otherwise on behalf of us. If you make any such representation we may refuse to pay a claim and treat the Policy as never having been affected.

Authorisation

We may give to and obtain from any other insurers, any insurance reference bureaus and any credit reporting agencies any information relating to your credit or insurance history, as well as insurance claims information obtained during the course of this contract.

Due care

At all times, you must take reasonable care in:

- the handling, moving and storing of goods in your care, custody or control, and
- issuing the Approved Terms and Conditions (where applicable).

Premium calculation

Premium calculation of this Policy will be on the basis as agreed at Policy inception and detailed in the Policy Schedule.

This will either be:

- (a) Adjustable on Actual Gross Freight Earnings or
- (b) Adjustable on the Number of Operating Vehicles. (Available only for Section 4).

Premium Adjustment

As agreed on inception and specified in the Policy Schedule:

- (a) Adjustable on Actual Gross Freight Earnings:
 - (i) If the Policy Schedule shows a deposit premium (freight earnings), the deposit premium is calculated at the commencement of each period of insurance based on estimated gross freight earnings provided by you.
 - (ii) You are required to declare to us your actual gross freight earnings within two months of the end of a period of insurance and we may require actual gross freight earnings to be verified by an auditor appointed by us.
 - (iii) We will pay the cost of the audit but you may have to reimburse us this cost if the actual gross freight earnings declared have been understated. You agree to supply all necessary information and assistance to the auditor.
 - (iv) The premium payable is calculated on the actual gross freight earnings during the period of insurance being adjusted at the agreed rate(s).
 - (v) The difference between the premium for the actual gross freight earnings and the deposit premium will be paid by or refunded to you but always subject to a minimum of 75% of the deposit premium being retained by us.
 - (vi) For the purpose of the premium calculation, gross freight earnings means the total gross income (net of GST) derived by you during the period of insurance out of the carriage of goods by you as principal, sub-contractor or through subcontractors without deduction of any cost other than costs incurred in securing permits and Pilot & Escort expenditure (where applicable) necessary to enable the insured transit.
 - (vii) If your deposit premium is less than \$1,000 and the variance between estimated and actual figures is less than 10% then we will waive the amount calculated as owing by you.
- (b) Adjustable on the number of operating vehicles (Section 4 only)
 - (i) If the Policy Schedule shows a deposit premium (vehicles), the deposit premium is calculated at the commencement of each period of insurance based on the number of vehicles declared by you.
 - (ii) You must advise us during each period of insurance details of any additional or replacement vehicles within 14 days of purchase.
 - (iii) You are required to declare to us the actual number of vehicles operated by you at the end of the period of insurance within one month of expiry of the Policy period.
 - (iv) The premium payable for the insurance is calculated on the number of vehicles operated by you during the period of insurance being adjusted with the agreed flat premium per vehicle.
 - (v) The deposit premium is based on the number of vehicles at the beginning of the period and is adjusted on the basis of 50% of the difference between the number of operating vehicles at the end of the period of insurance compared to the number of operating vehicles at the beginning of the period of insurance and the difference will be paid by or refunded to you.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Care and maintenance

You must take reasonable care to prevent loss or damage. We won't pay for loss or damage or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to goods insured, as well as to others and their property.
- Minimise the cost of any claim under your Policy.
- Comply with all laws.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- The type of goods;
- The method of transporting or packing your goods;
- The place of storage, pick up or destination addresses;
- The people or companies who are insured under this policy.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

When you are notified of an event which may result in a claim on this Policy, there are certain procedures you and your subcontractors must follow.

You must take the following steps:

Immediate action

- Take all reasonable measures to avoid or minimise any loss, damage or liability (the reasonable and necessary cost of doing this will be payable by us).
- If theft is covered by this Policy, inform the police as soon as possible after the theft is discovered.

Notification

- You must inform us of the event as soon as possible.
- Submit to us full written particulars as soon as possible.
- Send to us all correspondence and documents relating to the event.
- Reject any claim made against you and deny any liability in writing in accordance with the terms and conditions of the consignment note (where you have not accepted responsibility) and advise us immediately.
- Provide or arrange for us to be provided with invoices, statements and

other documents evidencing the amount of the loss.

What should not be done

- Do not admit liability.
- Do not repair or replace any goods until you have our approval.
- Do not dispose of the damaged goods without our approval.

When someone else may be liable

When someone else may be liable to you for the loss, damage or liability, you must:

- not agree to release that person from liability,
- hold that person liable by delivering a notice of intention to claim,
- inform us of the circumstances and let us have a copy of all relevant documents.

We may exercise all your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in your name and use our discretion in the exercise of your (or their) legal rights.

How much we pay

1. Amount payable - for goods where you accept responsibility

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

1.1 Goods

- the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage, or
- the invoice value of the goods whilst in transit, or
- if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition, or as near as possible to that age and condition, (i.e. unless the goods were new, an amount for depreciation and wear and tear will be deducted from the claim).

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

1.2 Livestock

- the net invoice value covering the livestock whilst in transit, or if there is no invoice value, the cost of replacing the livestock with similar livestock of the same age and condition or as near as possible to that age and condition.

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

1.3 Packaging (Shipping containers)

- the cost of repair or replacement (as required by the hand-over agreement or similar document) up to a limit of \$50,000 for any one loss or series of losses caused by the one (1) event.

2. Amount payable - legal liability

The amount payable for your legal liability for loss of or damage to all other goods for which you have not accepted responsibility caused by an insured event, will be either:

- the actual liability incurred; or
- the limit of liability specified in the Policy Schedule, whichever is the lesser amount.

In addition, we will pay all legal costs and legal expenses incurred by you with our consent or recoverable from you in connection with an insured event.

3. Brands / labels

In the event of loss or damage of goods bearing embossed or indented brands or labels or other permanent markings identifying your customer as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by your customer to dispose of as they see fit provided a reasonable

allowance is agreed for the value of the damaged and undamaged goods.

Where only the labels of the goods are affected by the insured event, the amount payable by us is limited to the reasonable cost of reconditioning and relabelling, subject to our liability not exceeding the value of the goods.

4. Pairs & Sets Clause

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

5. Limit of liability

Our liability is limited to the amount specified in the Policy Schedule for any one accident or series of accidents caused by the one (1) event (excluding applicable additional benefits specified in Section 7).

In addition, we will pay all legal costs and expenses incurred by you with our consent or recoverable from you in connection with an insured event.

6. Excess

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

Unless otherwise stated in the Policy Schedule, no excess will apply to the following insured events:

- 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,
- collapse of bridges or culverts causing damage to the goods on the conveying vehicle,
- hijack or armed hold up of a vehicle.

Miscellaneous claims conditions

(a) Automatic Reinstatement

When an amount is paid under this Policy, the limit of liability is automatically reinstated to the amount specified in the Policy Schedule, subject to payment of an additional premium (where applicable).

(b) Fraudulent claims

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

In the case of a fraudulent claim, we are entitled to cancel this Policy.

(c) Payees

Amounts payable under this Policy will only be paid to you or any other party directed by you and will discharge our liability under the policy for the loss.

Contribution & other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

nminsurance



Phone: 1300 767 231

Email: info@proteusinsurance.com.au

Web: www.proteusinsurance.com.au

Refer to the policy wordings for full terms and conditions

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