Aviso
Marine & Logistics

MARINE
PROTECT

COMBINED CARGO - FRESH PRODUCE INSURANCE POLICY (fruit and vegetables)

nti

EFFECTIVE DATE: 01 / 06 / 2026

This is an important document. If You cannot read and understand English please use an interpreter to explain this document before You enter into this contract of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited (ABN 84 000 746 109) (AFSL 237246).

NTI464

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INTRODUCTION

Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance.

You must also ensure that all details as shown in Your Policy Schedule are correct.

Let Us know immediately if You need any changes.

If You do not understand any part of the Policy, please contact Us or Your insurance intermediary for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy, (the standard Cover provided can be affected by the following):
- the rest of this "Introduction" section – this sets out who We are, some features of the Policy, the duty of disclosure, Our privacy policy, Our complaints procedure, Our External Dispute procedure and other important information;
- the "Definitions" – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" set out the general exclusions and limitations that apply to the Cover and benefits;
- the "General Conditions" and "Claims Responsibilities" sections – these set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with – these contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

The Insurer

Insurance products are provided by NTI, a joint venture of the following insurers in the proportions shown:

- CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) - 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) - 50%

This means that each insurer is only responsible for its half share.

'NTI', 'We', 'Us', or 'Our' means National Transport Insurance through its manager NTI Limited (ABN 84 000 746 109) (AFSL 237246).

National Transport Insurance (NTI)

Marine Protect is powered by NTI, Australia's specialist insurance provider with over 45 years of experience in the insurance industry. With an award winning claims service, NTI is the company You can count on to protect You and Your business. Two of Australia's leading general insurers – CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859), back NTI – so You can rest assured that You are in safe hands

Our Combined Cargo Product Options

National Transport Insurance Combined Cargo (Fresh Produce) product is intended for owners of fruit and vegetable (fresh produce) Cargo or senders or receivers whilst being transported both for transits overseas and inland, whether on a single transit or annual transit basis.

The Product Features summary table on the next page will give You more information but full details of the Coverage and limitations can be found in the main Policy Wording later in this document, which You should read.

INTRODUCTION

Inland/Import/Export - Parts 1 and 2	
Cover	The protection provided for Your Insured Goods that are damaged during the Insured Transit within the Geographical Limits caused by an Insured Event occurring during the Period of Insurance. Cover options include key Fresh Produce Clauses for Sea and Air set out in Your Policy Schedule.

Additional Benefits

Automatic Coverage extensions:

Annual Transits only	
Automatic Reinstatement	Acquired Companies
Bunker clause	
Annual or Single Transits	
Brands, Labels and Packaging	Duty, Tax and excise payable
Cargo ISM forwarding	Export Certificate
Damaged Goods removal	General Average and Salvage
Loading and Unloading	Insolvency of Carrier
Strikes diversion expenses	Pollution Hazard
Shipping Container	Sealed Shipping Container
Sorting charges	

Circumstances when You are not covered	All insurance policies have exclusions and conditions and You should read the full Policy wording to familiarise Yourself with the full details of these important conditions and exclusions. Some of the things We will not pay for include: • **Certain Causes of Loss:** ordinary wear and tear, electrical or mechanical failure, rust, etc. • **Excluded Goods:** Cash, credit cards, deeds, tickets, jewellery, precious stones watches, precious gems, metals or bullion, etc.
Excess	When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim. Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess.

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 (ICA) s.21 and the Marine Insurance Act 1909 (MIA) s. 24, 25 and 26 (whichever is applicable) to tell Us pursuant to the ICA: anything that You know, or could reasonably be expected to know, which may be relevant to Our decision to insure You and on what terms, or, pursuant to the MIA: every material circumstance which is known to You or which ought to be known to You which would influence Us in fixing the premium or determining whether to accept the risk.

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.

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If You do not tell Us something

Where the Insurance Contracts Act applies: if You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us.

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

Where the Marine Insurance Act 1909 applies: if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

Who must tell Us?

Everyone who is insured under the Policy is required to comply with the duty of disclosure, including Your broker or agent.

Alteration of Risk

Please inform Us of any fundamental 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 loss or damage occurring. If We agree to the change We will do so in writing and may charge an additional Premium.

Premium and Costs – How the Premium is calculated

Your Premium may be calculated using all or some of the following:

- Your Annual Sendings and/or turnover
- The types and value of Goods to be insured
- Where the Goods are to be transported to and from, the mode of transport and distance
- Sum Insured and Limit of Liability;
- Your insurance and claim/incident history and experience;
- Type of Cover or extensions of Cover chosen;
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

The Premium amount payable may be subject to adjustment (see Adjustable Policies clause) at the end of the Policy period.

If You fail to pay the Premium We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

Cancelling Your Policy

We will refund Premium for each day of the unexpired Period of Insurance unless the Policy is subject to adjustment (see Adjustable Policies Clause).

The daily Premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the **Insurance Contracts Act 1984** (Cth).

Where the Marine Insurance Act 1909 applies, We may cancel the Policy in the event of any non-payment of the Premium or for any other reason available at law. Details are outlined in the Cancellation clause in the Conditions area. In any case, Cancellation will be effective from 4 pm of the day on which the notice of cancellation is effective.

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Privacy

In complying with the Australian Privacy Principles We will collect and use Your personal information:

a. only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;

b. only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, please contact Us. You may choose not to provide this information, however, We may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate, You must contact Us to update it.

You can request access to Your personal information by phone or writing to Us via www.nti.com.au

Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision. We will provide Our reasons in writing upon request.

If You need to make a complaint about Your personal information or make a complaint about a privacy breach or if You require further information about how We handle personal information You can contact Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of Our Privacy Policy Statement and Privacy Complaint process can be obtained by visiting **www.nti.com.au**

Resolving Your Complaints

What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint about Your insurance Policy, decisions on Your claims or any of the services You have received from Us, or a representative, You may access Our Complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting www.nti.com.au and a brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

a. reasons for Our decision;

b. information about how to access Our External Disputes Resolution (EDR) Scheme; and

c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

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External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority
National Toll Free number 1800 931 678
GPO Box 3 Melbourne VIC 3001
Email: info@afca.org.au
Web: www.afca.org.au

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: **www.codeofpractice.com.au**.

The Code aims to:

- describe standards of good practice and service to be met by participating insurers;
- promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website **www.nti.com.au** or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at **www.insurancecouncil.com.au**.

DEFINITIONS TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

Word	Meaning
Cargo Consolidator	means an individual or company which groups together goods from different shipments or companies into one or more shipments.
Conveyance / Conveying Vehicle	means any motor vehicle, road transport vehicle, train, ship, vessel, aircraft or postal service transport used to transport the Insured Goods, or as otherwise specified in the Policy Schedule.
Cover(s) / Covered / Coverage	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
Deliberate Third Party Act	means the deliberate act of any person or organisation, including Federal, State or Local regulatory authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: a) committed by You or Your employee; or b) committed with Your knowledge or connivance; or c) that was the result of Your lack of due diligence.
Deck Cargo	means Goods carried on board a ship/vessel which are exposed to weather and the elements and not protected within a fully enclosed: a) vessel hold space; or b) Shipping Container; or c) Vehicle trailer.
Effective Date	means the date and time specified in Your Policy Schedule from which You are Covered.
Excess	means the amount You must pay towards a claim, as specified in the Policy Schedule or otherwise in this Policy. Where an Excess is expressed as a: a. specified sum – it means the amount specified; and b. percentage – it means the monetary equivalent of such percentage of each loss.
General Average	means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property at risk at a time of peril in a common maritime adventure.
Geographical Limit(s)	means the geographical area specified in Your Policy Schedule.
Goods or Insured Goods or Cargo or Interest Insured	means the horticultural Goods or fruit and vegetables (including packaging) that You own or are contractually responsible for, as described in the Policy Schedule, including: 1. any return Goods, inwards or outwards, and 2. Stock Transfers We do not Cover the following, unless You declared them and they are specifically listed in Your Policy Schedule, or agreed in writing by Us: a) plant, machinery and computers (which are not the primary Insured Goods) where the total Sum Insured of these Goods exceeds $25,000 any one Conveyance or location; b) Tools of Trade, Travellers' Samples; c) portable data storage or communication devices including but not limited to computers, printers, scanners, readers, recorders, cameras or projectors, digital assistants, measuring devices and mobile telephones owned or used by You, Your employees, travelling salesmen or agents; d) live plants.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

DEFINITIONS TO THIS POLICY

Word	Meaning
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Insurance Proposal	means the particulars of insurance completed by You, as Your application for insurance, including any broker submission, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
Institute Clauses	means the customary market standard wordings prepared by the Institute of London Underwriters, excluding any provision which identifies English law, practice or jurisdiction as being applicable.
Insured Transit	means the voyage(s) as outlined under the heading "Insured Transit" in Parts 1 and 2 of this Policy, or as varied in Your Policy Schedule. Depending on the nature of the Policy this could be for a single trip or voyage or multiple trips or voyages.
Limit of Liability	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the limit of the amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).
National Transport Insurance	means National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) each holding a 50% share.
Premium	means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
Period of Insurance	means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located, unless another time is noted in Your Policy Schedule. For Single Transit Policies, Period of Insurance means the dates in Your Policy Schedule shown as "Insured From" from which We provide Cover under Your Policy and expires when the Insured Transit is complete.
Policy	means this document and Your Policy Schedule the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
Policy Schedule	means the most current Cover details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
Salvage	means the physical act of recovering Your Goods which have been lost or damaged.
Salvage Value	means the value of what is left of Your Goods after it has suffered loss or damage.
Sendings	means the total value of Your Goods (in accordance with the Policy Basis of Valuation(s)) received, sent, consigned, transferred or otherwise moved during the Period of Insurance.
Shipping Container	means an Intermodal ISO shipping container (including flat-rack, bolster, tank or bulk container) used to move Insured Goods. In relation to shipments by aircraft, Shipping Container will include any IATA (International Air Transport Association) standard Unit Load Device (ULD).
Stock Transfers	means movement of the Goods by You when the Goods are not subject to a sales or purchase contract including inter-company or branch transfers or shipments.

DEFINITIONS TO THIS POLICY

Word	Meaning
Subject Matter Insured	means the same as Goods.
Sum Insured	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the limit of the amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).
Terrorism	means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
Underdeck Goods / Below Deck Cargo	means Goods carried in a fully enclosed vessel hold space.
We/Our/Ours/Us/ NTI Underwriter/ Insurer	means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
You/Your/Yours/ Insured/Assured	means the client (person or company) named in the Policy Schedule or the Insured named on any export certificate We issue or allow to be issued.

OUR AGREEMENT WITH YOU

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;

b. the Policy Schedule is a separate document and shows the Cover details that are relevant to Your Policy;

c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;

d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You, Your broker or intermediary subsequently declare or state to Us when You replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

Important Things You Should Know

You are only Covered for the Cover options of this Policy and optional Extensions and any other endorsed Cover, shown on Your Policy Schedule.

We agree to provide You with the Cover as described in this Policy:

- for the Period of Insurance if Annual Policy type; or
- for the Insured Transit as specified in Your Policy Schedule, if a Single Transit

Should there be any change in circumstances which existed when this insurance commenced that change the nature of the risk in a way that would increase the risk of loss or damage occurring, please notify Us immediately and in writing. We will only be liable (to the extent permitted by law) under this Policy if We have agreed in writing to the change.

Unless We have previously agreed to the change in writing, Our liability may be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change.

PART 1 – INLAND TRANSIT (WITHIN AUSTRALIA) AND PART 2 - IMPORTS AND EXPORTS

Insured Transit

We will Cover the Goods (of the kind described in Your Policy Schedule) during the Insured Transit commencing during the Period of Insurance within the Geographical Limits as noted on Your Policy Schedule.

1.1 Cover commences and terminates in compliance with the Duration (Transit Clause) provision set out in the applicable Fresh Produce Clause(s) set out in the Policy Schedule.

1.2 Additional Transit Covers

1.2.1 The Insured Transit shall include:

a. any Insured Goods which have been "shut out" from the intended Conveyance, whilst waiting at a depot, terminal, warehouse, wharf, quay or pier for transfer to and whilst at another depot, terminal, warehouse, wharf, quay or pier subject to You notifying Us as soon as reasonably possible of You becoming aware of such an event.

b. any Insured Goods which have been "over-carried", until return to the port or place of destination.

Insured Events

Cover is subject to the Fresh Produce and other Clauses as stated in Your Policy Schedule.

Additional Clauses

Inland Refrigeration Clause

All Produce is to be transported under refrigeration at the required carriage temperature from the time the Produce leaves the Packers premises.

Carriage Temperature Instruction Clause

The required Carriage temperature and vent setting must be defined

- on the Bill of Lading.

Or alternatively:

- A separate written communication detailing the vessels name, voyage number, container number, required carriage temperature and vent setting must be submitted to the vessels owners or agents prior to the vessels departure informing them that they are required to carry and maintain the defined temperature and vent setting during the entire voyage and at shipping terminals or transhipment locations.

Temperature Recorder Clause

Where the produce is not subject to in-voyage cold infestation treatment unless otherwise agreed by Us **Digital temperature recording devices/loggers must be used**. Temperature recording devices/loggers are to be placed in the container as defined hereunder:

20 Foot Containers

One (1) device/logger to be placed on top of stow approximately two (2) metres in from door.

40 Foot Containers

Two (2) devices/loggers with one (1) located on top of stow approximately two (2) metres from the door and the other on top of stow two (2) metres in from the front of the container.

ADDITIONAL BENEFITS

The following Additional Benefits are included in the Cover provided by this Policy and unless stated otherwise are subject to the terms, conditions and exclusions of this Policy. The limits which apply to each Additional Benefit specified below are in addition to the Sum Insured/Limit of Liability specified in Your Policy Schedule.

1. Acquired company clause

The Client/Insured named in the Policy Schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by You during the Period of Insurance (annual policy), provided that:

a. You hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance for such a firm or company;

b. You advise Us of Your interest in the company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and

c. You declare to Us the turnover or value of Sendings or Sums Insured, type of goods to be insured, past claims, and then pay any additional premium; and

d. the Goods are of a like or similar nature to that noted in Your Policy Schedule.

Note: This does not apply to Single Transit Policy shipments.

2. Automatic reinstatement clause

When We pay a claim under this Policy, the Limit of Liability will be automatically reinstated without additional Premium.

Note: This does not apply to Single Transit policy shipments.

3. Brands, labels and packaging clause

When We pay a claim under this Policy, any damaged Goods bearing identifying brands or labels or other permanent markings, may be retained by You to dispose of as You see fit, provided a reasonable allowance is agreed for the value of the Goods and this allowance is deducted from the claim settlement. Where only the labels or packaging are affected, We will only pay You the reasonable cost to recondition and/or replace those labels or packaging.

4. Bunkers clause

Cover is provided in accordance with the Institute Cargo Clauses (C), Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) for unused ships bunker fuel owned by You whilst held in a vessel bunker tank (not as cargo) on any chartered vessel. The maximum amount We will pay under this extension clause is $50,000 each charter voyage.

Note: This does not apply to Single Transit policy shipments.

5. Cargo ISM forwarding charges

This Policy is extended to reimburse You, up to the limit of the Sum Insured for the Insured Transit, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Insured Goods to their intended destination to which it is insured following release from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

a. the vessel not being certified in accordance with the ISM Code, or

b. a current Document of Compliance not being held by her owners or operators

as required under the Safety of Life at Sea (SOLAS) Convention 1974 as amended.

This clause, which does not apply to the General Average or salvage charges, is subject to all other terms, conditions and exclusions contained in the Policy and to Exclusion 5 – Cargo ISM Endorsement.

6. Damaged Goods removal clause

If We Cover You for a claim under this Policy, the Cover is extended to include the reasonable cost of removal and disposal of damaged, deteriorated or contaminated Goods and, where You are required to clean-up by legal liability or law, the cost directly caused by the damaged Goods for cleaning up or decontaminating the premises, location or Conveyance of damaged or deteriorated Goods. Our Limit of Liability under this clause for cost of removal, disposal, cleaning up and decontaminating is limited to $20,000 any one claim or series of claims arising from any one event unless otherwise specified in the Policy

Schedule.

7. Duty, tax, excise payable clause

Where the inclusion of duty is noted in the Policy Schedule, We include the amount of any import duty and/or taxes and/ or excise paid or payable by You in respect of the Goods. You agree to include in Your Sum Insured or declaration to Us the amount of import duty, and/or taxes and/or excise paid and/or payable on all imports insured under this Policy, the Premium on declared Duty to be charged at the agreed rate.

Following a claim under this Policy You agree, in all cases, to use reasonable efforts to obtain abatement or refunds of import duty and/or taxes paid and/or excise in respect of the claim. Any abatement or refund achieved is to inure to Our benefit, provided the amount does not exceed the amount We pay in the claim settlement in respect of such import duty and/or taxes.

Nothing in this Clause shall increase the Limit of Liability or Sum Insured shown in the Policy Schedule.

8. Export certificates clause (this clause does not apply to single transit Policy shipments)

Where Goods are sold by You, You are authorised to issue Export Certificates on Our behalf provided You maintain compliance with the prescribed format and content We supply or approve.

In the event of a requirement to alter any Export Certificate to comply with a letter of credit, the terms conditions and limits of this Policy will prevail.

You agree to indemnify Us for any claim which We are obliged to pay where You, or someone acting on Your behalf, issues an Export Certificate that does not conform to the terms, conditions and limits of this Policy.

9. General Average and Salvage clause

Subject to the Sum Insured, We will pay General Average and Salvage charges in full even if the amount Covered is less than the contributory value.

Note: This benefit only applies to shipments by sea or air.

10. Insolvency & financial default of carrier expenses clause

If any Insured Transit is interrupted or terminated due to the insolvency or financial default of the carrier (land, sea or air), whether or not loss or damage has been occasioned to the Goods, We will pay You the reasonable freight and/or temporary storage expenses to forward the Goods to their intended destination, an alternate destination or to return the Goods to the place from which they were despatched, up to a maximum of 10% of the Sum Insured of the Goods.

11. Loading and Unloading clause

The relevant duration clause is amended to include loading and unloading:

11.1 Loading commences from the time that the Goods are lifted from the ground or loading dock immediately adjacent to the vehicle or Conveyance for transit to a destination outside the premises, and terminates when placed thereon.

11.2 Unloading terminates once the Goods has been lifted from the vehicle or Conveyance and placed on the ground or loading dock immediately adjacent thereto.

12. Pollution hazard clause

This Policy Covers loss or damage to the Goods caused by government or civil authorities acting in the public interest to prevent or mitigate a pollution threat or hazard.

13. Sealed Shipping Container clause

In respect of shipments in any fully enclosed Shipping Container (excluding Unit Load Devices), provided that documentary evidence is produced to substantiate the quantity loaded into the sealed Shipping Container the fact that the Shipping Container seal is intact at unloading point shall not by itself invalidate claims for theft, pilferage, shortage and non-delivery.

On settlement of a claim, You shall assist Us to pursue every reasonable course of recovery from the suppliers or other responsible third parties.

ADDITIONAL BENEFITS

14. Shipping Container clause

Shipping Containers owned by You – Loss/Damage

This Policy is extended to Cover Your Shipping Containers or those for which You are responsible to insure, subject to the following Institute Clauses:

- Institute Container Clauses – Time 1/1/87
- Institute War and Strikes Clauses Containers – Time 1/1/87

An Excess of $2,000 shall apply to each Shipping Container or multiple Shipping Containers where the loss or damage is caused by a single Accident or occurrence.

Non-owned Shipping Containers – Loss/Damage

This Policy is extended to cover Shipping Containers, pallets and dunnage to the extent that You are legally liable to pay for any physical loss of or damage to them.

Non-owned Shipping Containers – Demurrage

Where instructed by Us to retain Shipping Containers in order to ascertain loss or damage to Goods under the Policy, We will reimburse You for the demurrage charges or late return penalties You incur, from the time We instruct You to retain the Shipping Container for no more than 7 days following completion of the investigation task as advised by Us.

The maximum amount We will pay under this Shipping Container Clause is limited to $100,000 any one claim or series of claims arising from any one event.

15. Sorting charges clause

Where instructed by Us to sort or segregate packages and Goods in order to ascertain a cause or degree of loss or damage, We will pay the reasonable costs You incur to complete this task whether a claim is payable under this Policy, or not.

Note: This benefit does not apply to Livestock.

16. Strikes diversion expenses clause (applies to sea shipments only)

We will pay reasonable additional expenses incurred by You following the exercise by the ship owner, operator or charterer of any liberty granted to them by the contract of affreightment where solely in consequence of, or conditions arising from, strikes, riots, civil commotions, lockouts or labour disturbances, the Insured Goods are over-carried to or discharged at a port other than the intended port of discharge under the contract of affreightment. The additional expense will be paid irrespective of any other loss, whether total or partial, which is recoverable under this Policy.

However, We will not be liable for any expense unless the liberty under the contract of affreightment is exercised by the ship owner, operator or charterer prior to the expiry of 15 days from midnight on the day on which the strikes, riots, civil commotions, lockouts or labour disturbances cease to be in active operation.

The maximum amount We will pay under this Additional Benefit is 20% of the Limit of Liability or Sum Insured specified in the Policy Schedule or $50,000, whichever is the lesser, any one loss or series of losses arising from the one event, and for all claims occuring during any one Period of Insurance.

An Excess of 10% of any claim amount recoverable applies to this Additional Benefit.

HOW MUCH WE WILL PAY (PARTS 1 AND 2)

1. All monetary amounts expressed in the Policy are Australian Dollars unless otherwise stated in the Policy Schedule.
2. If the amount of a claim is to be calculated based on an invoice in a currency other than Australian dollars, the claim will be paid in Australian dollars at the rate of exchange current at the date the loss or damage occurred.
3. Any amount that We pay for loss of or damage to Goods will be limited by the Sum Insured stated in the Policy Schedule for any one claim or series of claims arising from any one event.
4. Any amount that We pay for additional expenses that arise out of Additional Benefits provided for in this Policy will be limited by the sublimit insured amounts stated in the Policy. These amounts are payable in addition to any claim for loss of or damage to Goods, unless stated otherwise.
5. We will also pay amounts for Your reasonable additional expenses for the purpose of averting or minimising loss. These amounts are payable in addition to any claim for loss of or damage to Goods and are payable in addition to the Sum Insured stated in the Policy.
6. Claims that We pay under this Policy will have any Excess deducted prior to settlement (the Excess will be stated in the Policy Schedule or otherwise in this Policy). No Excess will apply to General Average or salvage guarantee claims.
7. Under-insurance
   If the actual value of the Goods insured under this Policy at the time of loss or damage is higher than the agreed value or the Sum Insured specified in Your Policy Schedule, We may pay You an amount less than the Sum Insured in accordance with the provisions of the Marine Insurance Act 1909 (Cth) and the Insurance Contracts Act 1984 (Cth), where relevant, and otherwise We agree to pay You as provided below.
8. If You reinstate damaged Insured Goods, after obtaining the consent from Us, We agree to pay the cost of such reinstatement including the value of labour and other overhead charges expended thereon.

9. Part 2 Import/Export only – Basis of Valuation:

The following basis of valuation will apply unless otherwise shown in Your Policy Schedule.

For Goods which are imported or exported the basis of valuation will be the Cost, Insurance and Freight (CIF) plus 10% plus Duty (if incurred).

10. Part 1 Inland Transit only – Basis of Valuation:

Unless otherwise stated in the Policy Schedule, We will determine the value of Goods by reference to the Basis of Valuation hereunder:

a. Goods Sold or Purchased including Goods returned

The invoice value of the Goods including freight charges where applicable.

b. Stock Transfers

Inter company cost including freight, or in the absence of any inter company cost, the actual cost of the stock to You including freight.

Limitations On How Much We Will Pay

1. Where any item of Insured Goods is part of a pair or set, We will only pay for the part of the pair or set that is lost, damaged or destroyed even if it cannot be replaced with a matching item. Unless otherwise stated in the Policy Schedule, the Basis of Valuation for such Insured Goods will be regarded as spread over the whole of the pair or set, divided in the proportion that it would cost to replace each of the items making up the pair or set.
2. Where only the labels or packaging are affected, We will pay You only the reasonable cost of reconditioning and/or replacing those labels or packaging.
3. Where You cannot claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in the Policy, will include the amount of any Goods and Services Tax (GST) due in respect of the payment.
4. Where You can claim an input tax credit in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy will be less any input tax credits available to You in respect of the payment.

EXCLUSIONS TO THIS POLICY (PARTS 1 AND 2)

Important Note: Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electromagnetic Weapons Exclusion Clause (clause 1) and Transit & Terrorism Clause (clause 2) shall be paramount where they conflict with any terms contained in this policy. In the event of conflict between these two Clauses, the Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electromagnetic Weapons Exclusion Clause (clause 1) shall prevail.

In addition to exclusions found in any applicable Institute Clause forming part of this Policy, We will not pay for:

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

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

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. This Exclusion 1.d 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, bio-chemical, or electromagnetic weapon.

2. Transit and Terrorism Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any act of Terrorism, being an act of any person, whether acting alone or acting on behalf of, or in connection with, any organization which carriers out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or in connection with any political, ideological or religious motive, and, in any event, such Cover SHALL TERMINATE either:

a. as per The Insured Transit clause outlined earlier in this document, or

b. on completion of unloading from the carrying vehicle or other Conveyance in or at the final warehouse or place of storage at the destination named in the Policy Schedule,

c. on completion of unloading from the carrying vehicle or other Conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the Policy Schedule, which You or Your employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

d. on delivery to any other warehouse or place of storage, which You elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

e. when You or Your employees elect to use any carrying vehicle or other Conveyance or any container for storage other than in the ordinary course of transit, or

f. in respect of Insured Transit by sea, on the expiry of 60 days after completion of discharge overside of the Insured Goods from the overseas vessel at the final port of discharge,

g. in respect of Insured Transit by air, on the expiry of 30 days after unloading the Insured Goods from the aircraft at the final place of discharge,

whichever shall first occur.

If the Policy or the clauses referred to in this Policy Wording provide Cover for Inland Transit or other further transits following on from storage, or termination as provided for above, Cover will re-attach, and continues during the ordinary course of that Insured Transit terminating again in accordance with Exclusion 2.

EXCLUSIONS TO THIS POLICY (PARTS 1 AND 2)

3. Sanction Limitation and Exclusion Clause

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any claim or provision of any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, Singapore, Switzerland, United Kingdom or United States of America.

4. Marine Cyber Endorsement – LMA5403 11/11/19

4.1 Subject only to clause 4.3 below, in no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

4.2 Subject to the conditions, limitations and exclusions of this Policy to which this clause attaches, the indemnity otherwise recoverable by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.

4.3 Where this clause is endorsed on a policy covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or Terrorism clause 4.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

5. Cargo ISM Endorsement (Vessels > 500 tons)

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from where the Insured Goods are carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Insured Goods on board the vessel, You were aware or in the ordinary course of business should have been aware:

a. either that such vessel was not certified in accordance with ISM Code; or

b. that a current ISM Code Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause is only applicable to shipments on board all vessels of 500 gross tons or more.

This exclusion shall not apply where this Policy has been assigned to the party claiming hereunder who has bought or agreed to buy the Insured Goods in good faith under a binding contract.

6. Certain Causes of Loss

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

a. ordinary wear and tear or natural depreciation;

b. delay even though the delay be caused by a risk insured against;

c. inherent vice or nature of the Goods (including mildew, mould);

d. consequential or indirect loss of any description, including loss of market, loss of business opportunity or loss of profits or any other financial loss incurred following loss or damage to Goods Covered under this Policy;

e. vermin;

f. ordinary leakage, ordinary loss in weight or volume;

g. unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;

h. something which has not occurred during the Insured Transit, for example, pre-existing damage or damage occurring after the Goods have been delivered at destination;

i. while the Goods are in use and/or while being worked upon and directly resulting therefrom;

j. rejection, detention, condemnation or confiscation by any government or their agencies or departments or by any public or local authority regardless of the reason;

unless otherwise provided for by specific coverage stated in Your Policy Schedule.

7. War (does not apply to Goods on ship or aircraft)

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from or as a result of an act of war, whether or not war has been declared, while the Insured Goods are in transit (or in storage) on land.

8. Deck Cargo clause (Goods carried on a ships deck)

In no case shall this Policy Cover Goods carried as Deck Cargo unless the Insured Goods are carried as Deck Cargo in a fully enclosed Shipping Container except that a vehicle trailer will be Covered in a similar manner to Underdeck Cargo. Unless otherwise agreed all other Deck Cargo shall be Covered for the entire Insured Transit under the terms of the Institute Cargo Clauses (B) with clause 1.2.3 deleted, including whilst in transit by connecting land or air Conveyance.

CONDITIONS OF THIS POLICY (PARTS 1 AND 2)

1. Australian law & jurisdiction

This Policy is governed by the laws of Australia. Any disputes relating to this Policy will be determined in accordance with the Law of the state or territory of Australia in which the Policy was issued and will be subject to the exclusive jurisdiction of the courts of Australia.

2. Errors and omissions (Annual Policies only)

You will not to be prejudiced by any unintentional or inadvertent error or omission

a. in valuation of a declaration or shipment (up to the Limit of Liability in an annual Policy); or

b. description of the Insured Goods, or

c. description or declaration of a vessel or voyage or mode of transport used (subject to the Institute Classification Clause),

provided notice is given to Us as soon as practicable on discovery of any such error or omission and any additional terms and conditions (including premium) are agreed between You and Us.

This does not apply to a Single Transit Policy.

3. Adjustable Policies clause (where noted in Your Policy Schedule or where Sendings are $50,000,000 or more)

The Premium advised at the inception of each Period of Insurance is provisional and based on the estimated value of Sendings (or turnover, if applicable), as determined by the Basis of Valuation clause, for the Period of Insurance.

If Your estimated or actual annual Sendings are $50,000,000 or more, You must supply a declaration of actual Sendings within three (3) months of the expiry of the Period of Insurance or within one (1) month where the policy is cancelled before the expiry date.

An adjustment will be made to the Premium charged, based on Your actual Sendings in the prior 12 months. If the adjusted Premium exceeds the initial Premium charged, You agree to pay the difference to Us by the date advised to You. If any adjusted Premium is lower than the initial Premium charged, We will pay the difference to You.

This does not apply to a Single Transit Policy.

4. War and strikes variation clause (this clause does not apply to Single Transit policy shipments)

The Premium and rates quoted/charged are inclusive of the war and strikes rates charged by Us as at the Effective Date of the Policy. As war and strikes exposures may vary during the Period of Insurance, We reserve the right to vary the war and strikes rates at any time by giving You (or Your broker/agent/representative) 7 days' notice in writing of any such variation.

Any variation in Premium will be calculated by deducting the rate charged at the commencement of the Policy from the new rate and applying the difference to the exposed value of Sendings/turnover. The method of payment for any difference in Premium will be advised as part of the notice to amend war and strikes rates.

Nothing contained in this clause shall vary the cancellation provisions of this Policy.

This does not apply to a Single Transit Policy.

5. Cancellation

Single transit Policy shipments – You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

Annual Inland Transit risks – You may cancel the Policy at any time by giving Us written notification.

We may only cancel this Policy when permitted to do so by law, and by giving the appropriate notice under the Insurance Contracts Act 1984 (Cth) and the following Notice Period where any contract is governed by the Marine Insurance Act 1909.

Where Your Policy is not subject to adjustment as set out in Adjustable Policies clause (3), We will refund Premium for each day of any unexpired Period of Insurance less any government taxes and duties which are not refundable.

CONDITIONS OF THIS POLICY (PARTS 1 AND 2)

Notice Period		
Annual Import/Export (sea shipments)	30 days	from 4.00pm on the day of which the notice of cancellation is issued
War risks	7 days	
Strikes, riots and civil commotions risks (non USA)	7 days	
Piracy	7 days – see below	
Strikes, riots and civil commotions risks (USA)	48 hours	

6. Cargo Piracy notice of cancellation clause

Where this Policy Covers piracy and/or General Average, salvage and sue and labour charges arising from piracy, such Cover may be cancelled by Us where permitted to do so by law by giving 7 days notice in writing, cancellation to take effect on the expiry of 7 days from 4.00pm of the day on which the notice is issued by Us.

We agree to reinstate this coverage subject to agreement between You and Us prior to the cancellation taking effect as to any new rate of Premium and/or conditions and/or warranties. Such cancellation shall not affect any Cover which has attached before the cancellation takes effect.

If the cancellation is in relation to specific geographic areas, such areas will be clearly defined by Us in the notice of cancellation.

7. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy:

a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or

b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

8. Goods and Services Tax

The amount of Premium paid by You for Your Policy includes an amount for GST on the Premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions in this Policy (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

9. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

10. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

CONDITIONS OF THIS POLICY (PARTS 1 AND 2)

11. Institute Classification Clause 01/01/2001

QUALIFYING VESSELS

11.1 This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

11.1.1 a Member or Associate Member of the International Association of Classification Societies (IACS*), or

11.1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

11.2 Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

11.2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

11.2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

11.3 The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

11.4 A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

11.5 Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

11.5 This insurance is subject to English law and practice.

* For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

CLAIMS RESPONSIBILITIES OF THIS POLICY

What You must do

1. You must advise Us of the loss or damage as soon as possible. We may decide to appoint a surveyor or an assessor to inspect the damage to determine the cause and who might be responsible for it.
2. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:
   a. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
   b. advise Us as soon as reasonably practicable of the cause and the amount of loss and any other proof or information with respect to the claim that may be reasonably required;
   c. permit Us or Our agents to inquire into, investigate and examine the circumstances of any loss;
   d. provide to Us details of any other insurance covering, or which may Cover, the same loss;
   e. in the event of loss caused by burglary, theft and/or malicious damage, notify the police as soon as possible (if appropriate) and provide to them all assistance to apprehend the offending party;
   f. in the event of a General Average or salvage contribution claim consult Us before signing any General Average or salvage bond;
   g. give Us any reasonable information or assistance We require to investigate and process Your claim including the recovery of Your claim cost if applicable; and
   h. if We elect or become bound to replace or repair any item of the Goods, You shall at Your own expense produce and deliver to Us all such existing plans, documents and information as We may reasonably require to do that.
3. When You incur damage giving rise to a claim under this Policy, You, or anyone acting for You or on Your behalf must properly preserve and exercise all rights against carriers, bailees or other third parties, specifically:
   a. Deliver to the carrier or other parties responsible a notice of intention to claim within 3 days of delivery, and where air carriage is involved give written notice to the air carrier within 14 days;
   b. Note on receipts when the Goods are in visible doubtful condition when delivered;
   c. Where the delivery is made by Shipping Container ensure that the seals are examined as soon as possible;
   d. If a Shipping Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, note the delivery docket accordingly and retain the seals for subsequent identification;
   e. If the loss or damage is not immediately apparent at the time of delivery but discovered at a later time, apply as soon as possible for surveys by the carriers or other bailees to be conducted within 3 days of discovery; and
   f. If the loss concerns non-delivery of Goods, You must take reasonable steps to trace and recover any missing Goods and to discover by whom the Goods were misplaced or stolen, including reporting the matter to the police and any other responsible authority.

   However, If You fail to do above, We will only reduce the amount We will pay You to the extent to which Our interests have been prejudiced as a result of that failure.

What You must NOT do

4. When You incur loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must not:
   a. make any false declaration or statement in support of any claim under Your Policy;
   b. dispose of any damaged Goods without giving Us the opportunity to examine those Goods;
   c. abandon any Goods to Us whether We have paid Your claim or not; or
   d. release carriers, bailees or other third parties from liability when loss or damage is discovered.

CLAIMS RESPONSIBILITIES OF THIS POLICY

What We may do

5. In the event of a claim for non-delivery of the Goods and after You have taken all reasonable steps to locate the Goods, We may agree that We shall make settlement to You if the Goods have not been located after the expiration of 60 days counting from the date of arrival of the overseas vessel at the port of discharge or 30 days counting from the date of arrival of the aircraft at the airport of discharge or 60 days counting from the date the goods should have arrived at final destination via land conveyances, as applicable.
6. When We have accepted Your claim, We may make reasonable progress payments on account of any claims to You at such intervals and for such amounts as We may both agree.
7. Subject to the provisions of either the Insurance Contracts Act 1984 or the Marine Insurance Act 1909, upon the payment of any claim under this Policy, We may avail of the right to recover or obtain contribution from:
   a. any person against whom You may be able to claim and We have the right to take action in Your name, and
   b. other insurance covering or which may cover the same loss, the details of which You have advised to Us.
8. Subject to the extent of Coverage provided, We shall have full discretion in the conduct or settlement of any recovery action. This includes the right to instruct lawyers to provide advice as to the liability and to represent You in such action.
9. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, and to take recovery action in Your name against those responsible for Our benefit.
10. If there is a loss that is partially Covered by this Policy that We have paid for and there remains an uninsured loss, We will use Our best efforts to agree with You upon a fair and proper allocation of amounts that may be recovered from other parties who may be responsible for the losses, having regard to the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 and the relative legal costs and financial exposures attributable to Covered and uncovered losses. At all times, We are only liable under this Policy for amounts attributable to Covered losses.

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