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About Zurich
The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as ‘Zurich’, ‘we’, ‘us’ or ‘our’.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich’s customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

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.

Our contract with you
This policy is a contract of insurance between the insured and Zurich and contains all the details of the cover that we provide.

This policy is made up of:

• the policy wording. It states what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
• the proposal, which is the information you provide to us when applying for insurance cover;
• the most current policy schedule issued by us. The schedule is a separate document unique to the insured. It includes any changes, exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
• any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only covers shown in the schedule are insured. This document is used for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Privacy
Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (e.g. health) information, about you (‘your details’) to assess applications, administer policies, contact you, enhance our products and services and manage claims (‘Purposes’). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.
We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

General Insurance Code of Practice
We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

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

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code. Further information about the Code or the Code Governance Committee and your rights under it is available at https://insurancecouncil.com.au/cop/ or by contacting us.

Complaints and Disputes Resolution process
If you have a complaint about an insurance product we have issued or the service you have received from us, please contact your intermediary to initiate your complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687. We will acknowledge receipt of your complaint within 24 hours or as soon as practicable.

If you are not satisfied with our initial response, you may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with your complaint, however, you may take your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to you.

Their contact details are:

Website: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.
Carriers Cargo Liability Insurance
Policy Wording

Subject to the prior payment of, or your agreement to pay, the premium set out in the schedule, we agree to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by you or on your behalf.

1. The cover

   We insure you for loss of or damage to goods, or death of livestock on conditions as set out in the schedule.

   When the cover applies

   The insurance only applies to transits that commence during the period of insurance specified in the schedule, or during any subsequent period that we have accepted payment for.

   1.1 We insure you against your liability for:

   1.1.1 physical loss of or damage to goods; and

   1.1.2 delay, loss of market or consequential loss caused solely by the physical loss of or damage to goods, that occurs while the goods are in your custody or the custody of your subcontractors, within the radius of transit as specified in the schedule.

   1.2 Provided you have an effective process and practice of incorporating your standard terms and conditions into a contract of carriage as approved by us, if you unintentionally fail to incorporate those approved standard terms and conditions into a contract of carriage, this policy will, nevertheless, insure your liability.

2. Conditions of cover

   2.1 Conditions of insurance

   The conditions of insurance are as specified in this policy wording, the schedule and attachments and any clauses referred to in the schedule, all of which are to be read together.

   2.2 Limits on cover

   2.2.1 This insurance is limited to the maximum liability stated in the schedule for any one loss or series of losses arising from the same event.

   2.2.2 If an excess is specified in the schedule you must bear that amount first in respect of a claim under this policy.

   2.3.3 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.

3. Extensions of cover

   3.1 Legal costs

   If an event insured against in either 1.1 or 1.2 occurs, in addition to the sum insured we will pay legal costs incurred with our written consent.

   3.2 Removal of debris

   If an event insured against in either 1.1 or 1.2 occurs, in addition to the sum insured we will pay for removal of debris up to a limit of $50,000.
4. Optional extension of cover

If shown in the schedule, the insurance is also against the following event:

4.1 Subcontractors

This insurance is extended to cover the liability of your subcontractors carrying on your behalf as if the subcontractor were you.

5. Definitions

When used in this policy, schedule or endorsements the following definitions will apply:

5.1 Communicable disease

*communicable disease* means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

5.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

5.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

5.1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

and includes, but is not limited to, a disease that is or becomes listed on the National Notifiable Disease List and/or is or becomes a temporary addition to the National Notifiable Disease List and/or has or could give rise to a public health event of national significance and/or is or becomes a listed human disease (where National Notifiable Disease List means the list established and in force from time to time under section 11 of the National Health Security Act 2007 (Cth) and listed human disease has the meaning given by section 42 of the Biosecurity Act 2015 (Cth), or in each case any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia).

5.2 Death

*death* means the expiration of livestock or their slaughter for humane reasons following injury.

5.3 Expropriation

*expropriation* means the lawful seizure, confiscation, nationalization or requisition of the *goods*.

5.4 Goods

*goods* means the subject matter insured as specified in your schedule.

Unless you have nominated gross freight earnings figures for the specific goods types (i.e. not as general goods), we have agreed and they are specified in your schedule, we do not cover:

5.4.1 motor vehicles, caravans or watercraft, heavy machinery;

5.4.2 livestock;

5.4.3 refrigerated/perishable goods;

5.4.4 household and personal effects, including used furniture;

5.4.5 excluded goods (see Exclusion 6.1.5)

5.5 Insured, You, Your

*you, your, insured* means the insured as named in the schedule or as otherwise defined in the policy.
5.6 Livestock
Livestock means sheep, cattle, goats and pigs (herd animals) as specified in your schedule while in your care, custody or control. Livestock does not include birds and bloodstock, exotic, stud or prize animals or other animals.

5.7 Nuclear or radioactive
Nuclear or radioactive means the ionising radiations from or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear waste, weapon, device, fuel, installation, reactor or any component of these.

5.8 Packaging
Packaging means packing materials, shipping containers, flat racks, crates, pallets, or similar receptacles belonging to you or for which you are responsible.

5.9 Period of insurance
Period of insurance means the period of insurance stated in the schedule.

5.10 Radius of transit
Radius of transit means the radius of transit specified in your policy schedule from your postal address, where both the origin and destination of the insured transit are located within that radius.

5.11 Removal of debris
Removal of debris means if an insured event occurs we will pay the cost of removal and disposal of damaged goods or dead livestock including the cost of cleaning the accident site but does not mean any expense or liability of any kind incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant of any kind or nature beyond the road surface and the road verge at the accident site.

5.12 Schedule
Schedule means the schedule attaching to and forming part of the policy, including any schedule substituted for the original schedule.

5.13 Storage
Storage means the period of time goods are retained at your warehouse or other premises on the instruction or at the election of the owner of the goods. Storage does not include any period of time the insured goods are awaiting trans-shipment or on carriage or the livestock are being rested.

5.14 Subcontractor
Subcontractor means the person or company to whom you have given the goods for carriage.

5.15 Terrorism
Terrorism means any act(s) of any person(s) or organisation(s) involving:

5.15.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means; or

5.15.2 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 of a political, religious, ideological or similar nature.

5.16 War or warlike activities
War or warlike activities means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.
6. **Exclusions**

The insurance does not cover your liability for loss, damage or expense that:

6.1 **occurs:**
   6.1.1 during storage at the election of, or on the instruction of, the owner of goods;
   6.1.2 because the conveying vehicle is driven by a person impaired by drugs or alcohol or whose blood alcohol concentration exceeds the legal limit or who refuses an appropriate test unless you did not know or could not reasonably have known of the driver's impaired condition;
   6.1.3 to goods that are owned, operated, hired or leased by you;
   6.1.4 to goods while undergoing installation by you; or
   6.1.5 to excluded goods, which include:
      a. bullion, precious stones, cash or securities, negotiable instruments, precious metal objects, precious gemstones, precious jewellery, valuable works of art;
      b. animals other than livestock;
      c. live plants or trees
      d. project cargo including but not limited to windfarm components;
      e. aircraft, helicopters, missiles and like cargo;
      f. watercraft
      g. houses; and
      h. cigarettes or other tobacco-based products valued at more than $50,000. Should a claim be accepted for theft, pilferage or non-delivery of such cargo valued at less than $50,000, then a $2,500 theft Excess applies, unless a higher excess would otherwise apply,
      i. alcohol valued at more than $50,000. Should a claim be accepted for theft, pilferage or non-delivery of such cargo valued at less than $50,000, then a $2,500 theft Excess applies, unless a higher excess would otherwise apply,

6.2 **arises from:**
   6.2.1 intentional loss or damage by you or your subcontractors;
   6.2.2 war or warlike activities;
   6.2.3 expropriation;
   6.2.4 anything nuclear or radioactive;
   6.2.5 any chemical, biological, bio-chemical or electromagnetic weapon;
   6.2.6 terrorism; or
   6.2.7 fines, penalties or punitive damages.

6.3 Notwithstanding anything contained anywhere in this policy to the contrary, you are not insured for any losses, damages or liabilities in accordance with the exclusion clauses below.

6.3.1 **Communicable disease**

   This policy excludes any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, medical payment, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
6.3.2 Cyber risk
This policy excludes any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:

a. the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system; or

b. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

6.3.3 Information technology hazards
This insurance does not cover losses otherwise recoverable arising directly or indirectly out of loss of or damage to, or a reduction or alteration in the functionality or operation of, a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment whether your property or not unless the losses are caused directly by one or more of the following perils:

a. theft of equipment;

b. collision;

c. sinking, grounding or stranding of the carrying vessel;

d. overturning or derailment of land conveyance;

e. jettison or washing overboard;

f. fire, lightning, explosion;

g. aircraft or vehicle impact;

h. falling objects;

i. windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

6.3.4 Rejection
This policy excludes rejection, detention, condemnation or confiscation of the goods by any government or their agencies or departments or by any public or local authority regardless of the reason.

7. Claims conditions

7.1 Claims procedure
When loss or damage happens which may give rise to a claim under this policy, you should take all reasonable measures to avert or minimise the loss and ensure that all rights against any third parties are properly preserved and exercised.

7.1.1 If the event involves theft, or an accident has occurred involving a vehicle owned or operated by you or your subcontractors and another vehicle, you must notify the police as soon as possible and, if we request, obtain a written police report.

7.1.2 You, or any anyone else entitled to make a claim under this policy, must not admit liability or pay or offer to pay any claim without our written consent. You must deny liability in writing if entitled to do so in accordance with the terms and conditions of carriage for any claim made on you.

7.1.3 You must notify us immediately of what has happened and send us full details of the event, forwarding any letters or documents giving notice of a claim to be made on you, together with a copy of your written denial of liability within 30 days.

7.1.4 You must not authorise any repairs to the goods without our consent.
7.2 **Claims settlement**
In the event of a claim, we have the option of settling the loss by payment, repair, reinstatement or replacement.

7.2.1 **Goods and Services Tax**
In respect of any *goods*, services or other supply which are the subject of a claim under this policy we will pay the claimant for that GST liability. However:

a. where we make a payment under this policy for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit the claimant is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made; or

b. where we make a payment under this policy as compensation for the acquisition of *goods*, services or other supply, we will reduce the payment by the amount of any input tax credit the claimant would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such *goods*, services or supply.

7.2.2 **Foreign currency invoice**
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.

7.3 **Excess**
In the event of a claim you must bear first the amount of any excess specified in the schedule or elsewhere in the policy wording.

7.4 **Other insurance**
When making a claim on this policy you must also supply us with written details of all policies that may pay or partially pay that claim.

7.5 **Rights of subrogation**
We are entitled to exercise any rights you may have against anyone else in relation to the *goods* for which we have settled a claim under this policy. You must cooperate fully with us in exercising those rights and must give us any information or assistance we may require.

8. **General conditions**

8.1 **Applicable legislation**
To the extent that this policy covers risks governed by Insurance Contracts Act 1984 (Cth).

8.2 **Cancellation**

8.2.1 You may cancel this policy at any time by notifying us in writing.

8.2.2 We may cancel this policy by giving you 30 days notice in writing. However, we may only do so in the circumstances set out in section 60 of the Insurance Contracts Act 1984 (Cth).

8.2.3 Within 30 days of the effective date of cancellation you must advise us of the actual figures for the period the policy has been in force to enable us to calculate the premium due for this period. The difference between this premium and the deposit premium will either be paid by or allowed to you but subject to retention by us of 75 per cent of the proportionate part of the original estimated annual premium regardless of the period the policy has been in force.
8.3 Conduct of claims
We are entitled to:

8.3.1 conduct on your behalf any legal proceedings or negotiations relating to claims made against you;
8.3.2 authorise you to defend any legal proceedings brought against you on the understanding that we will be kept fully informed and will be consulted and will participate in decision-making regarding liability or any negotiations with other parties; and
8.3.3 exercise any rights you may have against anyone else in relation to goods for which we have paid any amount under this policy.

You, and anyone else entitled to claim under this policy, must cooperate fully with us in exercising these rights and must give us any information or assistance we may require.

8.4 Deposit premium
You must pay us the deposit premium stated in the schedule. This is based on estimated figures for the period of insurance provided by you and you must keep accurate records of the equivalent actual figures. A statement of these actual figures (audited if requested) must be given to us within one month after the end of the period of insurance.

8.5 Notification of material change
You must notify us as soon as possible of any material change in the risk covered by this policy.

8.6 Plurals and titles
The proposal, this policy, the schedule and any endorsements are one contract in which, unless the context otherwise requires:

8.6.1 headings are descriptive only, not an aid to interpretation;
8.6.2 singular includes the plural, and vice versa; and
8.6.3 the male includes the female and neuter.

8.7 Premium and adjustments
We will adjust the premium proportionally at the end of that period on the basis of your actual figures.

8.7.1 If the adjusted premium is higher than the deposit premium stated in the schedule you must pay us the difference unless the deposit premium is less than $25,000 and the variation between estimated and actual figures for the period is less than 10 per cent when no difference in premium is payable.

8.7.2 If the adjusted premium is lower than the premium stated in the schedule we must pay the difference to you. However, we are entitled to retain 75 per cent of the estimated annual premium the deposit premium was based on.

8.8 Proper law and jurisdiction
The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Australian law.

In the event of any dispute arising under this policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

8.9 Reasonable care
You must take reasonable care to prevent loss, destruction, damage or death covered by this policy.
8.10 Third parties
If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

8.11 Trade and Economic Sanctions
Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions, law or regulation.

8.12 Transfer
You may only transfer a right under this policy with our written consent.

8.13 Variation to normal conditions of carriage
If you intentionally agree to carry goods, either as a principal or a subcontractor, under any different terms and conditions to those in your standard consignment note as approved by us, this policy will only insure your liability as if the goods were carried subject to your usual terms and conditions unless we have agreed to extend this policy to provide insurance subject to such different conditions of carriage.