

Carriers Combined Cover



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Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley Insurance

AFS Licence No. 241461.

Preparation Date: 01/07/09

SECTION 1 – SPECIAL MEANINGS OF WORDS

In this Policy, some words have a special meaning:

"Approved Carriage Conditions" means Our standard conditions of carriage or any terms and conditions contained within Your standard contract of carriage or an individually negotiated contract of carriage with a Customer that has been declared to and approved by Us prior to the commencement of Transit.

"Carriage" means sea, road, rail, air and/or registered/parcel post transport.

"Conveyance" means the mode of transport upon which the Goods are carried.

"Employees' Personal Property" means clothing, footwear, wallets, portable radio/radio cassette players, compact disc players and personal hygiene items (excluding money, credit cards, watches/jewellery, compact discs and audio tapes).

"Excess" means the amount specified in Your Policy and which You must contribute towards each claim.

"General Average" means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.

"Goods" means the interest insured as identified in the Policy and/or property belonging to or the responsibility of Your Customers that You have agreed to carry. Goods does **not** include (unless agreed by Us and included in the Policy):

- (a) commercial bulk consignments or dangerous goods as defined in the Australian Dangerous Goods Code;
- (b) birds, bloodstock, stud or prize animals or other animals, other than Livestock;
- (c) money, currency, notes, securities, negotiable documents, collections, jewellery, gold, silver, precious stones or similar valuable or precious items or Goods; or
- (d) property owned or leased by You.

"Gross Freight Earnings" means the total gross revenue (a term which includes fees, charges and commissions but excludes GST) derived by You during the period of insurance for transportation services provided by You as principal, Subcontractor or by Subcontractors.

"Limit of Liability" means the amounts to which Our liability is limited being the amounts stated in the Policy arising from one Occurrence.

"Livestock" means sheep, cattle, goats and pigs. Livestock does not include birds and bloodstock, stud or prize animals or other animals.

"Occurrence" means an event which is accidental, unintended and/or unexpected or which is caused by a person(s) acting with malicious intent (other than You).

"Packaging" means packing materials, shipping containers, crates, pallets, or similar receptacles not owned or leased by You but for which You are responsible.

"Policy" means the policy wording, the current schedule and any endorsements which are to be read together.

"Subcontractor" means a party with whom a principal carrier contracts to carry Goods and includes subcontractors of subcontractors.

"Transit" see Section 3

"We" "Us" "Our" means Wesfarmers General Insurance Limited, ABN 24 000 036 079, trading as Lumley Insurance.

"You" "Your" means You, the Insured named in the Policy.

SECTION 2 – THE AGREEMENT BETWEEN US

2.1 AGREEMENT

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

- (a) having paid or agreeing to pay the premium to Us; and
- (b) providing to Us a written proposal.

2.2 ACQUIRED COMPANIES CLAUSE

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

- (a) You hold a controlling interest in the company, subsidiary company or firm;
- (b) You advise Us of the formation or purchase of the company, subsidiary company or firm not later than twenty one (21) days from the date of signing the purchase contract or date of formation;

- (c) You provide and We approve the contract of carriage of the company, subsidiary company or firm not later than twenty one (21) days from the date of signing the purchase contract or date of formation;
- (d) You declare to Us the Gross Freight Earnings, the type of Goods intended to be carried by the company, subsidiary company or firm and past claims history; and
- (e) You agree to any additional conditions and premium required by Us.

2.3 LAW & JURISDICTION

This Policy is subject to Australian law and jurisdiction.

SECTION 3 - THE TRANSIT DEFINED ("The Transit")

We provide You with the cover in Sections 4, 5 and 6 (when each section is specified in the Policy) for any Carriage within Australia including coastal sea voyages within the Australian territorial sea (12 nautical mile limit) where the transit commences during the period of insurance stated in the Policy and:

- (a) when the Goods are first moved by You for the purpose of being transported to a destination outside the premises at which loading takes place or, in relation to Livestock, the insured transit commences for each animal when it enters the Conveyance or its loading ramp; and
- (b) continues during the ordinary course of transit; and
- (c) terminates when the Goods are last moved when being delivered by You at the intended destination. In relation to Livestock, the insured transit terminates for each animal when it is discharged from the Conveyance or its loading ramp at the intended destination.

SECTION 4 – CARRIERS LEGAL LIABILITY COVER WHEN ACTING AS PRINCIPAL CARRIER

Section 4 is only included if specified in the Policy. Any amounts paid under this section shall not be recoverable under section 6.

4.1 LIABILITY FOR GOODS

We will pay all amounts that You become legally liable to pay by way of compensation under the terms and conditions of any **Approved Carriage Conditions** for:

- (a) all risks of physical loss of and/or physical damage to the Goods;
- (b) consequential loss (including delay and/or loss of market) arising from physical loss and/or physical damage to the Goods; and
- (c) General Average and/or salvage contributions in relation to any Transit by sea and pursuant to the terms and conditions of a bill of lading or similar sea carriage document,

caused by an Occurrence during Transit and while the Goods are in Your care custody or control, subject to the Limit of Liability.

4.2 ERRORS & OMISSIONS

We will pay all amounts that You become legally liable to pay by way of compensation under the terms and conditions of any **Approved Carriage Conditions** for financial loss incurred by the owner of the Goods arising from:

- (a) delay in performing Your contractual obligations, except where the delay is caused or contributed to by Your Customer's instructions;
- (b) delivery of Goods to the wrong party and/or the wrong destination; and
- (c) physical loss of and/or physical damage to Goods to the extent that Your liability is incurred or increased by an incorrect statement or omission in any contract of Carriage or handling documentation,

arising from an Occurrence during the period of insurance specified in the Policy.

We will indemnify Your Customer under section 4.2 **up to a limit of \$100,000** arising from one Occurrence (but not exceeding \$200,000 in the aggregate during the period of insurance specified in the Policy).

4.3 COSTS AND EXPENSES

In addition to the Limit of Liability for sections 4.1 and 4.2, We will pay You the following costs and expenses in relation to a claim covered under the Policy:

- (a) legal costs incurred by You with Our consent in defending any claim against You;
- (b) costs awarded against You and interest accruing after judgment in respect of any claim that You have defended with Our consent; and
- (c) expenses incurred by Us in defence of a claim.

4.4 VARIATION TO APPROVED CARRIAGE CONDITIONS

In the event of any unintentional or inadvertent failure to incorporate or apply the Approved Carriage Conditions, this Policy will still insure Your legal liability as defined above. However, if You fail to incorporate or apply the Approved Carriage Conditions through Your reckless or intentional conduct or if You contract to carry Goods under different terms and conditions without Our prior approval, then We will only insure Your legal liability as if the Goods had been carried subject to the Approved Carriage Conditions.

SECTION 5 – CARRIERS LEGAL LIABILITY COVER WHEN ACTING AS SUB-CONTRACTOR

Section 5 is only included if specified in the Policy. Any amounts paid under this section shall not be recoverable under section 6.

When You act as a Subcontractor, then cover will be provided to You in accordance with section 4 provided that:

- (a) You have contracted with Your principal under any Approved Carriage Conditions and Your principal has bound the owner, consignor, shipper, consignee, receiver of the Goods and/or the party who brings a claim against You, to the Approved Carriage Conditions, or
- (b) The principal has contracted with the owner, consignor, shipper, consignee, receiver of the Goods and/or the party who brings a claim against You pursuant to terms and conditions that:
 - (i) contain at least the same level of immunity, indemnity, protection, limitation and defence as provided by the Approved Carriage Conditions; and
 - (ii) include a provision that extends the benefits of the principal's contract of carriage conditions to the principal's Subcontractors, servants or agents.

The section entitled 'Variation To Approved Carriage Conditions' as defined in section 4 does not apply when You act as a Subcontractor.

If the above contractual arrangements do not apply, then this section will solely cover the costs and expenses detailed in section 4.3 up to a limit of \$100,000 (but not exceeding \$200,000 in the aggregate during the period of insurance specified in the Policy) arising from one Occurrence, provided the costs and expenses are incurred in respect of physical loss of and/or physical damage to Goods.

SECTION 6 – CARRIERS COMPENSATION COVER

Section 6 is only included if specified in the Policy. Any amounts paid under this section shall not be recoverable under sections 4 or 5.

6.1 COMPENSATION IN RESPECT OF GOODS

We will, at Your request and regardless of Your legal liability, indemnify Your Customer for losses incurred by the owner of the Goods arising from:

- (a) all risks of physical loss of and/or physical damage to the Goods;
- (b) consequential loss (including delay and/or loss of market) arising from physical loss and/or physical damage to the Goods; and

- (c) General Average and/or salvage contributions in relation to any Transit by sea and pursuant to the terms and conditions of a bill of lading or similar sea carriage document,

caused by an Occurrence during Transit and while the Goods are in Your care custody or control, subject to the Limit of Liability.

What We Will Pay Under Section 6.1:

At our option We will indemnify Your customer under **section 6.1(a)** for either:

- (a) the cost of repairing or replacing lost or damaged Goods; or
- (b) the actual value of the lost or damaged Goods at the time of loss (unless the Goods were new, an amount for depreciation and wear and tear will be deducted from the claim).

Where any Goods form part of a pair or set, We will not pay more than the individual Goods lost or damaged without reference to any additional value which such Goods may have as part of such pair or set, nor more than a proportionate part of the value of such pair or set.

We will indemnify Your Customer under **section 6.1(b) up to a sub-limit of \$50,000** (but not exceeding \$100,000 in the aggregate during the period of insurance specified in the Policy) arising from one Occurrence, provided that the Customer supplies You with documentary evidence of the loss and can demonstrate to Us that such loss arose as a direct consequence of physical loss of and/or physical damage to the Goods while in Transit.

Exclusions For Section 6.1:

We will **NOT** insure You for any loss, damage, liability or expense caused to or contributed by or arising from:

- (a) a reduction in value of Goods because of repairs;
- (b) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the Goods;
- (c) variation in temperature unless directly caused by accidental stoppage of refrigerating machinery for a consecutive period of more than 4 consecutive hours when such machinery is used to maintain the temperature of the Goods during Transit;
- (d) inherent vice or nature of the Goods;
- (e) rust, oxidisation or discolouration unless caused by an Occurrence;
- (f) reinstatement of electronic records or data information;
- (g) mechanical, electrical and/or electronic breakdown, derangement, or malfunction of the Goods where there is no evidence of external damage to the Goods caused by an Occurrence;

- (h) any failure to pass Livestock tests or examinations, or inoculation and its after-effects, nor slaughter or confiscation of Livestock by, or at the direction of government or other authorities, on account of infectious diseases;
- (i) theft of Goods from an unlocked Conveyance or building/premises when left unattended, provided the Conveyance or building/premises is capable of being secured.

6.2 ADDITIONAL COMPENSATION

We will, at Your request and regardless of Your legal liability, indemnify You or Your Customer for the following losses caused by an Occurrence during Transit and while the Goods are in Your care custody or control.

Labels Clause

Where there is loss and/or damage to the labels of the Goods, We will pay You the costs and expenses that You incur in reconditioning such labels and/or the cost of relabelling, even though a claim for physical loss of and/or physical damage to the Goods may not have eventuated, **subject to a limit of \$2,000** arising from one Occurrence.

On-Forwarding/Transfer Clause

Where the Transit is terminated short of the intended destination, We will pay You the reasonable costs and expenses that You incur in transferring, storing and forwarding the Goods to the intended destination, **subject to a limit of \$50,000** arising from one Occurrence.

Packaging

Where there is loss and/or damage to the Packaging, We will pay the reasonable cost of reconditioning or replacement of the Packaging, **subject to a limit of \$50,000** arising from one Occurrence.

Debris Removal Clause

Where You are required to unload, remove and/or dispose of damaged Goods and/or clean-up the site of the accident, We will pay You the reasonable costs and expenses that You incur, but only to the extent that such costs and expenses are not recoverable by You under any other insurance, **subject to a limit of \$50,000** arising from one Occurrence.

Resecuring

Where You are required to resecure the Goods to the Conveyance, We will pay You the costs and expenses directly incurred by You even though a claim for physical loss of and/or physical damage to the Goods may not have eventuated, **subject to a limit of \$5,000** any one Transit.

Employees' Personal Property

Where there is physical loss of and/or physical damage to Employees' Personal Property, We will pay You to the extent that You are legally liable to Your employees for such loss and/or damage but only when the property is in the Conveyance at the time of loss and/or damage, **subject to a limit of \$1,000** arising from the one Occurrence. This cover does not extend to agents or Subcontractors engaged by You.

Livestock Mustering Costs

Where there has been loss and/or damage recoverable under section 6.1 in respect of Livestock, We will pay You the additional costs of mustering the Livestock at the scene of the accident.

Our liability is **subject to a limit of \$200 per animal and a maximum of \$10,000** any one Occurrence.

Livestock Agistment Costs

Where there has been loss and/or damage recoverable under section 6.1 in respect of Livestock, We will pay You the additional costs of maintaining the Livestock in agistment.

Our liability is **subject to limit of \$200 per animal and a maximum of \$10,000** any one Occurrence.

SECTION 7 – EXCLUSIONS FOR ALL SECTIONS OF THE POLICY

We will **NOT** cover You for any loss, damage, expense or liability:

- (a) in respect of nuclear and/or radioactive products or materials; or asbestos;
- (b) arising from Your willful act or a willful act committed by someone with Your knowledge and connivance;
- (c) proximately caused by the Conveyance being driven by or in the charge of any person who is under the influence of any drug or of intoxicating liquor or has in their blood a percentage of alcohol which is .05 or more grams per 50 millilitres of blood as indicated by analysis of the person's breath or blood; provided that this exclusion shall not apply to the extent that there are any relevant statutory provisions to the contrary, or where You did not consent to the Conveyance being driven by or being in charge of the person when such person was so affected.
- (d) when the Conveyance is being driven by the carrier or by any person with the consent of the carrier if the driver is not the holder of a driver's licence entitling him or her to drive the vehicle for the purpose for which it is being used or if the driver is not duly authorised under all relevant laws, by-laws and regulations to be driving the vehicle for the purpose for which it is being used.
- (e) arising out of the dismantling, assembly, testing or fabrication of machinery, plant, equipment or structure;
- (f) directly or indirectly arising from:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

- (iii) any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (v) Any chemical, biological, bio-chemical, or electromagnetic weapon.
- (g) in respect of any fine, penalty, aggravated, exemplary, punitive or liquidated damages;
- (h) arising from any illegal activity of which You have prior knowledge;
- (i) arising from war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by, or by the order of, any government, public or local authority;
- (j) in respect of insolvency or financial default of any agent or Subcontractor;
- (k) relating to Goods carried in a Conveyance belonging to or operated by You which is unsafe or unroadworthy unless You did not know, or could not reasonably have known, detected and prevented such condition of the Conveyance;
- (l) when the Conveyance is carrying a load in excess of that which it was designed or in excess of that permitted by law unless You did not know, or could not reasonably have known, detected and prevented such overloading of the Conveyance;
- (m) relating to the preparation and handling of any claim.

Terrorism Exclusion

This Policy excludes any loss, damage, liability or expense arising from:

- (a) terrorism; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear;
- (iii) in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

However, this exclusion will not apply to any loss, damage, liability or expense in respect of cargo in the ordinary course of transit.

SECTION 8- GENERAL CONDITIONS

8.1 YOUR DUTY OF DISCLOSURE

- (a) Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to tell Us every matter that You know or a reasonable person in the circumstances could be expected to know, that is relevant to Our decision whether to insure You, and, if so, on what special conditions (if any); and
- (b) You have the same duty to disclose such matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matters:
 - (i) that diminish the risks to be undertaken by Us;
 - (ii) that are of common knowledge;
 - (iii) that We know, or in the ordinary course of Our business, ought to know; or
 - (iv) when compliance with Your duty is not required by Us.

8.2 NON-DISCLOSURE

If You fail to provide Us with the information required under section 8.1, We may be entitled to reduce Our liability under the Policy in respect of a claim or, in certain circumstances, We may cancel the Policy as if it never existed. If Your failure to provide this information is fraudulent, We may be entitled to avoid the Policy from its beginning as if it never existed and You did not have insurance.

8.3 ALTERATION OF RISK

If there is any change in the circumstances or nature of the risks covered by this insurance, You must give Us immediate written notice every time You renew or change this Policy - but only for matters You have not told Us about before. If You do not, We may be entitled to decline to pay a claim arising after the change.

8.4 AUTHORISATION

You authorise Us to give to and obtain from any other insurers, insurance reference bureaux and credit reporting agencies, any information relating to Your credit or insurance history as well as insurance claims information.

8.5 PRIVACY

Lumley Insurance respects Your privacy and complies with the Privacy Act and the National Privacy Principles. A copy of Our Privacy Policy is available at any of Our offices or Our website – www.lumley.com.au.

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

We disclose personal information to Reinsurers, Insurance Intermediaries, Insurance Reference Bureaus, Credit Reference Agencies, Our and Your advisers and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require.

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

If You would like to find out more please contact Us.

8.6 GROSS FREIGHT EARNINGS AND PREMIUM CALCULATION

The deposit premium payable at the commencement of each period of insurance is calculated with reference to the estimated Gross Freight Earnings provided by You to Us.

If the deposit premium is less than \$1,000, the deposit premium shall be regarded as the minimum premium for the period of insurance shown in Your current Policy. No premium adjustment or declaration of actual Gross Freight Earnings is required at the end of the period of insurance.

If the deposit premium is greater than \$1,000, You must declare the actual Gross Freight Earnings for the period of insurance shown in Your current Policy and no later than 60 days from expiry of the period of insurance. This figure should represent Your actual Gross Freight Earnings during the period of insurance. The premium will then be adjusted according to the rating factors agreed between Us and You. The difference between the premium calculated for the actual Gross Freight Earnings at the end of the period of insurance and the deposit premium paid at the start of the period of insurance will be paid by or refunded to You. We will always retain a minimum of 80% of the deposit premium for each period of insurance.

You are required to, and agree to, keep accurate records of Your Gross Freight Earnings and, on request, will submit audited copies to Us.

If We request an audited copy of the records of Your business and this is not available then We may appoint an auditor. We will pay for the cost of the audit but if the audit reveals that the figures declared by You are incorrect, You will reimburse Us for the cost of the audit.

8.7 GOODS AND SERVICES TAX (GST)

All amounts insured by this Policy exclude GST.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or disclose, Your proper input tax credit entitlement in the settlement of any claim or premium relating to the Policy.

8.8 CONFIRMING TRANSACTIONS (WRITING OR BY TELEPHONE)

You may contact Your adviser in writing (which is always required if You are advising cancellation or informing us of an alteration in risk) or by phone, to confirm any transaction under Your Policy. Any transaction will be documented by Us as quickly as possible.

8.9 CODE OF PRACTICE

A self-regulatory Code of Practice exists for the general insurance industry, designed to raise overall standards. We have adopted the Code, details of which can be obtained from Your adviser or any of Our offices.

8.10 BENEFIT OF INSURANCE

This insurance does not inure to the benefit of any other person or party. You are the only person or party entitled to claim under this Policy.

8.11 OTHER INSURANCE

If, at the time of any loss, any other Policy exists which may also cover the loss, You must inform Us of the details of such Policy.

8.12 THIRD PARTY INTERESTS

You must inform Us of the interest of all third parties (e.g. financiers or lessors) to be covered by the Policy. We protect the interest of third parties only if You have informed Us of them and their interest(s) are noted in the Policy.

8.13 FINANCIAL SERVICES REFORM ACT 2001 (FSRA)

Under the terms of the FSRA, unless You hold an Australian Financial Services Licence (AFS Licence) with appropriate authorisations, or have been appointed as an Authorised Representative of an AFS Licencee, You must not advise Your Customers that:

- (a) they do not need to insure their Goods because You have insurance in place; or
- (b) You can arrange insurance on their behalf.

You may be in breach of the law if You sell, organise or arrange insurance on someone else's behalf. Any advice or recommendation You give about an insurance product may also cause You to be in breach of the law. Substantial penalties can be imposed in the event of a breach.

You must not represent to any person or other party that You are able to arrange insurance cover under this Policy or otherwise on Our behalf.

SECTION 9 – CLAIMS PROCEDURE

Following an Occurrence that is likely to give rise to a claim under this Policy, You must take the following steps:

9.1 IMMEDIATE ACTION

- (a) take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by Us);
- (b) inform the Police as soon as possible after a theft or malicious damage is discovered;
- (c) when delivery is made by container, ensure that the container and seals are examined immediately by a responsible official of the receiver. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the Carriage documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification; and
- (d) inform Us of the circumstances and let Us have a copy of all relevant documents.

9.2 NOTIFICATION

- (a) inform Us what has happened as soon as possible;
- (b) submit to Us full written particulars as soon as possible;
- (c) send to Us all relevant correspondence and documents;
- (d) provide or arrange for Us to be provided with invoice statements and other documents evidencing the amount of the loss; and
- (e) provide Us with any further documentation that We request from You, including the claims documentation detailed in section 9.6.

9.3 RESPONSE TO CLAIMS

You must deny liability for any claims made against You by Your Customer or any other party based on Your Approved Carriage Conditions (or Your Principal's contract of carriage when acting as a subcontractor). In respect of claims under section 6, You are not required to deny liability but You must not make any admission of liability without Our prior consent.

9.4 WHEN OTHER PARTIES MAY BE LIABLE

When another person or persons may be liable to You for the loss, damage or liability, You must:

- (a) not agree to release them from liability;
- (b) send them a letter holding them liable and informing them of Your intention to make a claim; and
- (c) never acknowledge receipt of Goods in good condition where the Goods are in doubtful condition.

9.5 SUBROGATION

We, in circumstances in which We pay a claim under the Policy, may exercise all Your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in Your name and have full discretion in the exercise of Your legal rights. You must assist in any recovery action We commence or defence We undertake on Your behalf.

Measures taken by You or Us with the object of saving, protecting, or recovering the Goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either Us or You.

9.6 CLAIMS DOCUMENTATION

To enable claims to be dealt with promptly, You must submit all available supporting documents without delay including, (where applicable):

- (a) original consignment note or copy of the contract of carriage;
- (b) original or copy of Carriage invoices, Carriage specifications, weight notes, or sales invoice or other document evidencing the value of the Goods;
- (c) survey report or other documentary evidence to show the extent of the loss or damage;
- (d) delivery docket and/or weight notes at destination;
- (e) letters of demand from Your Customer or other claimant(s); and
- (f) correspondence exchanged with other person(s) regarding their liability for the loss or damage.

Note: Your failure to comply with the above conditions concerning claims procedures and documentation may prejudice Your claim under the Policy.

9.7 GENERAL AVERAGE

In the event of a General Average contribution arising under this Policy, You must contact Us before signing any General Average Bond.

9.8 FRAUDULENT CLAIMS

- (a) If any claim is fraudulent or false in any respect, We may refuse to pay the whole or part of the claim to the extent permitted by law; and
- (b) We may also be entitled to cancel this Policy as if it never existed and You did not have insurance.

9.9 IF YOU DO NOT AGREE WITH ANY DECISION WE MAKE

If You do not agree with any decision We make in relation to Your claim, please write to Us stating what You disagree with and why. When We receive Your letter We will:

- (a) resolve Your complaint immediately or refer the matter to Our Internal Disputes Resolution Committee (IDRC); or
- (b) refer the claim to the Financial Ombudsman Service (FOS) provided it falls within their jurisdiction.

SECTION 10 – CANCELLATION

10.1 TO CANCEL THIS POLICY

- (a) At any time, You may cancel this Policy by giving Us notice in writing.
- (b) We may cancel this Policy only when permitted by the Insurance Contracts Act 1984 to do so.