

Single transit Australia policy accidental damage cover



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Section 1 – Meanings of special words in this policy

In this policy certain words have special meanings. They have the same meanings wherever they appear. These words are:

“you” or “your”	means the Insured named in the policy schedule.
“we” or “our” or “us”	means the insurer Vero Insurance Limited ABN 48 005 297 807. Vero National Marine is a division of the insurer.
“excess”	means the amount you must pay towards a claim, as specified in the policy schedule.
“goods”	means the goods specified in Section 4. Unless specifically listed in “insured goods”, or agreed in writing by us, this policy does not cover loss of or damage to <ul style="list-style-type: none">(a) domestic furniture, household goods, personal effects,(b) frozen and/or chilled meat, seafood or foodstuffs,(c) works of art or antiques,(d) precious metals and stones, money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money,(e) plant, machinery and computers (which are not the primary insured Goods) where the limit any one conveyance or location exceeds \$25,000,(f) tools of trade, 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.
“insured transit”	means the transit specified in Section 3.
“limit of liability”	means the limit of liability specified in the policy schedule.
“policy”	means this policy wording, the current policy schedule, and any endorsement, all of which are to be read together.
“premium”	means the premium specified in the policy schedule, any endorsement premium and includes any Government charges specified in the policy schedule.

Section 2 – Agreement

We agree to provide you with the insurance as described in this policy, for the period of insurance shown in the policy schedule, and in return you agree to pay us the premium by the day advised to you.

Should there be any change in circumstances or any change in the nature of the risks which are the basis of the contract, you must advise us immediately and in writing. We will only be liable (to the extent of our legal entitlement) under this policy if we have agreed in writing to the change.

Section 3 – The insured transit

- 3 The insured transit is as specified in the policy schedule, and
 - 3.1 commences in respect of each item of goods when that item is first moved for the specific purpose of loading on to the conveying vehicle for transit to a destination outside the premises,
 - 3.2 terminates
 - 3.2.1 when that item is delivered to the intended destination either in the receiver's premises or such other place as you or the receiver may instruct, or
 - 3.2.2 on the expiry of seventy two hours after that item is unloaded from the final conveying vehicle,whichever occurs first.
 - 3.3 excludes any period of dismantling, erection, commissioning, testing, or storage other than in the ordinary course of transit, and
 - 3.4 includes any period where the goods are "shut out" from the conveyance or intended destination, and
 - 3.5 includes any insured goods which have been "overcarried", until return to port of destination.

Section 4 – The insured goods

We insure the goods or merchandise specified in the policy schedule, including all retail and sales packaging.

Section 5 – The insured events

- 5 5.1 Subject to the terms and exclusions of this policy, this insurance covers accidental physical loss of or damage to the goods during the insured transit, including
 - 5.1.1 that caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions,
 - 5.1.2 malicious damage unless caused or directed by you,
 - 5.1.3 that caused by insufficiency or unsuitability of packing or preparation of the goods, unless caused, directed or agreed by you.
- 5.2 If the insured transit is by sea or air, this policy further covers where applicable
 - 5.2.1 any General Average and or Salvage contribution that you are required to pay under any Bill of Lading or similar document,
 - 5.2.2 physical loss or damage to the goods, caused by washing overboard; jettison; collision, grounding, sinking, capsizing of the vessel; or General Average Sacrifice,
 - 5.2.3 physical loss or damage to the goods, caused by war or warlike activities, which 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 whilst the insured goods are on board the carrying ship, vessel or aircraft.

Section 6 – Policy exclusions

- 6 6.1 Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electro Magnetic Weapons exclusion clause (clause 6.2) and Transit & Terrorism Clauses (clause 6.3) shall be paramount and shall override anything contained in this insurance inconsistent therewith. In the event of conflict between these two Clauses, the Institute Radioactive Contamination, Chemical, Biological, Bio Chemical & Electro Magnetic Weapons exclusion clause (clause 6.2) shall prevail.

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

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

6.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,

6.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

6.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

6.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this Sub-Clause 6.2.4 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.

6.2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

6.3 Transit and Terrorism Clause

Notwithstanding any provision to the contrary contained in this policy or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE

either

6.3.1 as per Section 3 – The Insured Transits, or

6.3.2 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 contract of insurance,

6.3.3 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 contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

6.3.4 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,

6.3.5 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

6.3.6 in respect of marine transits, on the expiry of 60 days after completion of discharge outside of the subject-matter insured from the overseas vessel at the final port of discharge,

6.3.7 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge

whichever shall first occur.

6.4 If the contract of insurance or the clauses referred to therein specifically provide cover for inland 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 transit terminating again in accordance with clause 6.3.

“Terrorism” shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

This insurance also does not cover

6.5 loss or damage that existed or occurred prior to the commencement of the insured transit.

6.6 loss or damage directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of damage in transit from an insured event.

6.7 loss or damage as a result of an act of war, whether or not war has been declared, whilst your property is not on board a ship, vessel or aircraft.

6.8 loss of market or consequential loss of any description, even if caused by any insured events.

Section 7 – How much we will pay

7 7.1 Claims under this policy are not subject to the application of average or underinsurance.

7.2 If, at the time of any loss of or damage to the insured goods, there is any other current insurance, whether effected by you or by any other person or persons, covering the same goods, we will not be liable (where legally entitled) for more than the rateable proportion (having regard to the other insurances, whether Marine or Fire, and whether or not such other insurances are exempted from contributing either by the existence of this policy or any other policy) of such loss, damage, liability or expense.

7.3 Subject to the terms, exclusions and the limit of liability of this policy, at our option we will pay you, repairers or other parties agreed with you

7.3.1 for goods other than plant, machinery, computers and the like, the lesser of

7.3.1.1 the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage (including the reasonable cost of any necessary overtime), or

7.3.1.2 the invoice value covering the goods whilst in transit (including freight if separately invoiced to the receiver of the goods), or

7.3.1.3 if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition or as near as possible to that age and condition.

7.3.2 for plant and machinery up to five years old and computers up to five years old, the lesser of

7.3.2.1 the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than when new (including the reasonable costs of any necessary overtime), or

7.3.2.2 in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport, or

7.3.2.3 in the case of movement of the goods other than for the reason of purchase or sale, we will pay the new replacement cost or, if not available, as near as possible to the same make, model and specifications as is available.

7.3.3 for plant and machinery more than five years old and computers more than five years old the lesser of

- 7.3.3.1 the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage (including the reasonable cost of any necessary overtime), or
 - 7.3.3.2 in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport, or
 - 7.3.3.3 in the case of movement of the goods other than for the reason of purchase or sale, the greater of the written down book value in your books of account or the current market value.
- 7.4 If we agree to pay a claim under Section 7.3, we will also pay you for the following additional benefits (if you are required to pay these costs)
- 7.4.1 the cost of air freighting replacement parts from suppliers to the original destination, even if the original transit was not by air freight, up to the greater of \$10,000 or 10% of the insured value of the damaged goods (calculated according to Section 7.3 above),
 - 7.4.2 the reasonable costs and expenses incurred in cleaning up or decontaminating your premises following the delivery or return of salvaged goods, plus the cost of transport and disposal costs to remove those goods, up to a limit of \$50,000 any one accident or series of accidents arising from any one insured event,
 - 7.4.3 clean up and disposal costs at any accident site, where you are legally or contractually obliged to pay those costs, up to a limit of \$50,000 any one accident or series of accidents arising from any one insured event,
 - 7.4.4 any additional freight or salvage charges that you are required to pay to remove your goods from any accident site, including the cost of transport to forward the goods to their intended destination or to return the goods to the place from which they were despatched, and
 - 7.4.5 the reasonable costs paid by you to avoid or minimise any further loss or damage to the goods.
- 7.5 Where a loss is payable under this policy, we will apply the following restrictions to payments
- 7.5.1 for any damaged goods bearing identifying brands or labels or other permanent markings, the goods 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,
 - 7.5.2 where only the labels or packaging are affected, we will pay you only the cost to recondition and/or replace those labels or packaging.
- 7.6 If the insured transit is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not loss or damage has been occasioned to the goods, we will pay you the extra costs of freight and/or storage to forward the goods to their intended destination, or to return the goods to the place from which they were despatched, up to a maximum of 10% of the insured value of the goods (calculated according to Section 7.3).
- 7.7 Claims we pay under this policy may have an excess deducted prior to settlement. (The excess will be stated in the policy schedule).
- 7.8 Notwithstanding the payment provisions contained in this policy, we will pay the claimant or payee
- 7.8.1 where the claimant or payee 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, including the amount of any Goods and Services Tax (GST) due in respect of the payment, or
 - 7.8.2 where the claimant or payee 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, less any input tax credits available to the claimant or payee in respect of the payment.

The terms "GST" and "input tax credits" have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999.

Section 8 – Claims procedures

These procedures are important.

Failure to follow them might jeopardise a claim under this policy.

In these procedures we use the term “carrier”. Where this term is used it means the party who caused (or is suspected of causing) the loss or damage for which you are claiming. That party might be a shipping company or its agent, container depot operator, stevedoring company, port authority, airline, customs or forwarding agent, railway operator, removalist, or road carrier.

If we accept liability for your claim we will settle it and look at attempting to obtain a recovery from the party responsible for the loss or damage. For us to succeed in a recovery attempt, certain things need to be done immediately the loss or damage is discovered.

We may need your assistance in answering some queries or supplying documents, or possibly giving evidence if there is a recovery action. If that is the case, we will pay the reasonable costs associated with you giving that assistance.

Actions you need to take – Cargo delivery

When you receive a cargo delivery you will usually be asked to sign the delivery documentation and acknowledge that the consignment was received in good order and condition (this is called a clean receipt).

Before you do so, it is important that you inspect the cargo for signs of any tampering or damage. If the goods are in a container, immediately inspect external surfaces for damage and inspect the door seals and rust spots for water leaks. Examine the locks and seals and compare the seal numbers with those listed on the shipping documents.

If damage or any discrepancy is apparent, note the extent and type of damage on the delivery documentation. If you suspect that there is damage, even if it is not obvious, add a note to say you are accepting the goods in apparent good order and condition.

Do not under any circumstance give a clean receipt if there is any evidence of damage or shortage.

Photographs of the damage are very helpful, including the goods, accident site, packaging, carriers' vehicle, and the internal & external container walls.

Actions you need to take – Cargo claims

1 Prevent Further Loss

Immediately take all reasonable measures to avoid or minimise any further loss or damage to the goods. The reasonable cost in doing this will be reimbursed by us under Section 7.4.5. Any measures you or we take to save, protect or recover the insured goods.

2 Advise Vero Marine and Aviation

Immediately advise our Claims Team toll-free on 1300 664201 that you have an inland transit loss.

Advise all details known to you including the time and location of the loss, and any circumstances that will assist us in investigating that loss.

Gather evidence and documentation to support your claim and provide it to us as soon as possible.

Complete and sign the appropriate claim form.

3 Retain Goods

Do not dispose of any damaged goods without first giving us the opportunity to inspect them.

If the goods have to be disposed of because they are a safety hazard or for other emergency reasons, please obtain a Disposal Certificate from the appropriate authority.

4 Hold Carrier Liable

On receipt of suspect or damaged goods, note the extent and type of damage on the consignment note or similar document.

Within three (3) days lodge a written claim against the carrier (see below for letter) for any loss or damage. If you are unable to fully quantify the extent of damage, you should still write to the carrier within three days and advise the carrier that further details will be forwarded once the claim is quantified.

The most important point is to ensure they receive your written claim quickly.

Where you are the owner of the goods, send this letter to the carrier on YOUR letterhead within three (3) days of you first knowing of the loss or damage.

RE – Loss of/Damage to ...insert details of goods... on ...insert date of transit...

Consignment Note or Reference Number:

We wish to make a claim for lost/damage items from the transit between and

We hold your company responsible for the repairs or replacement of the following items:

(list items lost/damaged)

Please acknowledge this claim.

Information you need to provide

5 Receipts / documents

- ▼ Bill of Lading / Air Way bill;
- ▼ Local carriers consignment note with terms and conditions on reverse;
- ▼ Invoice for the purchase or sale (as applicable) of the goods;
- ▼ Copy of your claim against the carrier;
- ▼ Copy of carrier's reply (if and when received);
- ▼ Copy of any non-delivery, or short receipt, credit notes (if applicable);
- ▼ Documentation relating to outturn / receipt of goods;
- ▼ Police report number;
- ▼ Insurance Certificate;
- ▼ Copy of temperature records;
- ▼ Invoices to confirm salvage sale price;
- ▼ Copy of any specific instructions given to the carrier.

6 Quotations

- ▼ Quote for repairs / replacement.

What we will do

- 1 Record the details of your loss.
- 2 If required, ask you for more information.
- 3 Appoint a surveyor to inspect the goods and gather information for us. You should co-operate with the surveyor as this will assist in the handling of your claim.
- 4 Once your claim is approved and finalised we will pay you or another party as appropriate.

Section 9 – Law and practice

This policy is subject to Australian Law, including the Insurance Contracts Act 1984.

It is also subject to Australian jurisdiction.

Section 10 – Your duty of disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

What you must tell us

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and, if we do, on what terms.

However, your duty does not require you to disclose anything

- ▼ that reduces the risk to be undertaken by us;
- ▼ that is generally well known;
- ▼ that we know or, in the ordinary course of our business, ought to know, or;
- ▼ in respect of which we have waived your duty.

Your general duty applies to renewals and changes

Your general duty applies in full when you renew an insurance policy or change an existing policy (including when you extend or reinstate it).

Your general duty is limited for new policies

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it. However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

If you do not tell us

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

Section 11 – Privacy

Privacy statement

Vero Insurance Limited ABN 48 005 297 807 is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of

- ▼ identifying you when you do business with us;
- ▼ establishing your requirements and providing the appropriate product or service;
- ▼ setting up, issuing, administering and managing our products and services assessing and investigating, and if accepted, managing a claim made by you under one or more of our products; and
- ▼ improving our financial products and services, including training and developing our staff and representatives.

Consequences if information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from

- ▼ other companies within the Suncorp Group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;

where you are an insured person and not the policy holder, we will disclose to the policy holder

- ▼ government, law enforcement or statutory bodies;
- ▼ the Financial Ombudsman Service;
- ▼ other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ research and development service providers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include

- ▼ sending your personal information to companies in the same Group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the same Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy.

You can contact us by sending a letter to

The Privacy Officer
GPO Box 3999
Sydney NSW 2001

Our Privacy Policy can also be found on our website at
www.suncorp.com.au/suncorp/legal/privacy_policy.aspx

Notes and endorsements

Insured by:
Vero Insurance Limited ABN 48 005 297 807
Vero National Marine is a division of Vero Insurance Limited

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