

NOMINATED ITEMS IN TRANSIT INSURANCE POLICY AND PRODUCT DISCLOSURE STATEMENT



CONTENTS

IMPORTANT INFORMATION

INTRODUCTION	3
PART ONE: IMPORTANT INFORMATION	3
PART TWO: TERMS AND CONDITIONS	3
ABOUT SURA MARINE	3

PRODUCT DISCLOSURE STATEMENT FOR NOMINATED ITEMS IN TRANSIT INSURANCE

ABOUT THE INSURER	4
SIGNIFICANT BENEFITS AND FEATURES	4
THE POLICY DOES NOT COVER CERTAIN THINGS	4
THE AMOUNT OF ANY CLAIM MAY BE REDUCED	4
SIGNIFICANT RISKS	5
THE COST OF THIS INSURANCE POLICY	5
YOUR DUTY OF DISCLOSURE	5
NON-DISCLOSURE	5
VALUING YOUR PROPERTY	5
PROVIDING PROOF	6
PRIVACY STATEMENT	6
THE GENERAL INSURANCE CODE OF PRACTICE	6
RESOLVING COMPLAINTS & DISPUTES	7
CANCELLING YOUR POLICY	8
COOLING-OFF INFORMATION	8
FINANCIAL CLAIMS SCHEME	8
TAXATION IMPLICATIONS	8

TERMS AND CONDITIONS FOR NOMINATED ITEMS IN TRANSIT INSURANCE

INSURER	9
OUR AGREEMENT WITH YOU	9
GST	9
WHAT YOU ARE COVERED FOR	10
WHAT WE WILL PAY	10
WHAT YOU MUST PAY IF YOU MAKE A CLAIM	11
AUTOMATIC COVER EXTENSIONS	11
OPTIONAL COVER EXTENSION	12
WHEN YOU ARE NOT COVERED	13
GENERAL CONDITIONS	14
CLAIMS	14
DEFINITIONS	15

IMPORTANT INFORMATION

INTRODUCTION

This is the Nominated Items in Transit Insurance Policy which is designed for the insurance of specific nominated items while they are in or on a conveyance, including while on trailers.

Insurance can be extended to include cover for the nominated items when they are removed from the conveyance.

This booklet contains two separate parts:

1. Product Disclosure Statement
2. Terms and Conditions

Please read Parts One and Two of this booklet carefully.

PART ONE: PRODUCT DISCLOSURE STATEMENT

Part One of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part Two – terms and conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product.

PART TWO: TERMS AND CONDITIONS

Part Two of this booklet contains the policy terms and conditions, which detail all the terms, conditions and exclusions relating to the policy. It is Part Two which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a policy schedule. The policy schedule sets out the specific terms applicable to your cover and should be read together with the policy terms and conditions.

The policy terms and conditions and the policy schedule we send to you are evidence of your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

ABOUT SURA MARINE

SURA Marine is a trading name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313. SURA Marine has developed this Nominated Items in Transit Insurance Policy which is issued by the insurer referred to below.

SURA Pty Ltd has an authority from the insurer to arrange, enter into / bind and administer this insurance for the insurer.

If you require further information, please contact your broker or SURA Marine.

Our contact details are:

Level 13, 141 Walker Street, North Sydney, NSW, 2060
PO Box 1813, North Sydney, NSW, 2060
Phone: +61 2 9930 9500 Fax: +61 2 9930 9501

PRODUCT DISCLOSURE STATEMENT

ABOUT THE INSURER

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

You should contact SURA Marine in the first instance in relation to this insurance, including in respect of any matters relating to claims.

SIGNIFICANT BENEFITS AND FEATURES

We believe the most significant benefits of this insurance policy are:

- a) protection against physical loss, destruction or damage caused by an accident or the deliberate act of a third party when the nominated items are in or on any type of conveyance, be it road, rail, ship or aircraft.
- b) market OR new replacement value basis of settlement.
- c) physical loss or damage to your nominated items that occurs during loading and unloading them from a conveyance.
- d) costs incurred in cleaning up an accident site following an accident involving your nominated items.
- e) marine jettison, general average and salvage charges that may occur when your nominated items are transported on an overseas vessel.
- f) the option to extend your cover to loss, damage or theft of nominated items when those items are removed from the vehicle or trailer.

If we agree to provide you with this extended cover you will be insured for one of the following:

- a) defined events; or
- b) accidental loss, damage or theft

The type of cover we have agreed to provide will be shown in the policy schedule.

THE POLICY DOES NOT COVER CERTAIN THINGS

Claims may be refused in certain circumstances. Please refer to the Nominated Items in Transit Insurance Policy terms and conditions for full details of the terms and conditions of cover and exclusions.

The policy does not cover:

Claims may be refused in certain circumstances. Please refer to the Nominated Items in Transit Insurance Policy terms and conditions for full details of the terms and conditions of cover and exclusions.

The policy does not cover:

- more than the sum insured you have selected for the insurance of your nominated items.
- more than the per item limit shown in the policy schedule if you have chosen an overall sum insured rather than a sum insured per nominated item.
- theft from the open air or from vehicles where there is no evidence of violent and forcible entry into the vehicle or a securely locked compartment.

THE AMOUNT OF ANY CLAIM MAY BE REDUCED

The amount of any claim made against the policy may be reduced:

- a) where an excess applies to each and every claim that amount will be deducted from the claim settlement – the amount of excess will be shown in the policy schedule.
- b) if you do not insure your nominated items for their correct value. For example, if you insure a nominated item for \$1,000 but its market value is \$2,000 you have only insured it for 50% of its value. In this case, you will only receive 50% of any claim. This is called underinsurance.
- c) if you do not nominate a sum insured for each nominated item claims will be limited to \$500 per item.
- d) if you do not comply with any policy condition.

SIGNIFICANT RISKS

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read this PDS and the policy terms and conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

The maximum amount we will pay under this policy will not, under any circumstances, exceed the total sum insured or any specified sum insured for an item.

Overdue premium

You must pay your premium on time otherwise your policy may not operate.

If you have not paid by the due date or your payment is dishonoured, this policy will not operate and there will be no cover.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

THE COST OF THIS INSURANCE POLICY

The total premium is the amount we charge you for this insurance policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your policy schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- sum insured
- whether you wish to have the transit cover extended to include cover for the nominated items when removed from the vehicle or trailer
- distance of transit
- the type of items you wish to insure

- security in place to lower the risk of theft

Premium payments are made prior to the commencement of the policy. You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that 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 high we indicate duty to tell us about.

NON-DISCLOSURE

Where the Marine Insurance Act 1909 (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

Where the Insurance Contracts Act 1984 (Cth) 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.

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

VALUING YOUR PROPERTY

We require you to insure your nominated items for either their current second-hand value or new replacement value as indicated in the policy schedule.

PROVIDING PROOF

So that your claim can be assessed quickly you should keep the following:

- Receipts or other confirmation of purchase of the items you have nominated for insurance
- Police reports and receipts for security measures or repairs both before and after the claim incident

We may ask you for these if you make a claim.

PRIVACY STATEMENT

SURA Marine and QBE each have a privacy policy which sets out personal information they collect and how they collect, disclose, store and use it.

SURA Marine

SURA Marine is committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

If you require additional information or would like a copy of our privacy policy, please contact SURA Marine.

QBE Australia

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

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit www.qbe.com.au/privacy or contact our customer care unit.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

THE GENERAL INSURANCE CODE OF PRACTICE

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

- promote better, more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can access the Code at www.codeofpractice.com.au

RESOLVING COMPLAINTS & DISPUTES

At QBE we're committed to providing you with quality products and delivering the highest level of service. We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Step 1 - Talk to us

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

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

Step 2 – Escalate your complaint

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

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

Step 3 - Still not resolved?

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

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

Disputes not covered by the FOS Terms of Reference

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

Privacy complaints

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

At QBE we're committed to providing you with quality products and delivering the highest level of service. We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Contacting QBE's CCU, FOS or the OAIC

QBE Customer Care Unit

Phone: 1300 650 503 (9am to 5pm Monday to Friday, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email:

To make a complaint: complaints@qbe.com

To contact us about privacy or your personal information: privacy@qbe.com

To give us feedback or pay a compliment: customercare@qbe.com

Post:

Customer Care Unit,
GPO Box 219,
PARRAMATTA NSW 2124

FOS

Phone: 1300 780 808 (9am – 5pm AEST, Monday - Friday)

Email: info@fos.org.au

Online: www.fos.org.au

OAIC

Phone: 1300 363 992 (National toll free)

Email: enquiries@oaic.gov.au

Online: www.oaic.gov.au

CANCELLING YOUR POLICY

How you may cancel this policy

- You may cancel this policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider. You cannot cancel this policy once any removal has commenced.
- Where 'you' involves more than one person, we will only cancel the policy when a written agreement to cancel the policy is received from all persons named as the insured.

How we may cancel this policy

- We may cancel this policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

If you cancel this policy we will refund to you the unused portion of the premium.

COOLING-OFF INFORMATION

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

If your policy is for an event that will start and finish within the 21 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for transit insurance, the commencement of the process to move your goods is the event.

FINANCIAL CLAIMS SCHEME

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - www.apra.gov.au or 1300 55 88 49.

TAXATION IMPLICATIONS

Goods and Services Tax

The policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B terms and conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

TERMS AND CONDITIONS

INSURER

This insurance is underwritten by OBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545.

OUR AGREEMENT WITH YOU

Where we agree to insure you based on the information provided in your application, we issue a policy schedule confirming cover.

The information contained in the policy schedule sets out information specific to you such as the cover we have agreed to provide and the policy sums insured and limits of liability.

Our agreement with you (the policy) will comprise this policy wording the policy schedule and any endorsements we issue. They should be read together and kept in a safe place.

Where we have agreed to enter into a policy with you and subject to the terms, conditions and exclusions of the policy:

- a) we agree to provide you with the insurance cover set out in each of the policy parts which are listed in the policy schedule, subject to your payment of or agreement to pay the premium set out in the current policy schedule;
- b) the insurance cover is in force for the period of insurance set out in the policy schedule;
- c) we will cover you for loss or damage occurring to the nominated items during the period of insurance and within the geographical limits shown in the policy schedule;
- d) we will not pay any more than the sums insured shown in either the policy schedule or this policy unless we have stated otherwise.

GST

The amount of premium payable by you for this policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST.
- b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

1. WHAT YOU ARE COVERED FOR

We insure the person named as the insured in the policy schedule against physical loss or destruction of or damage to the nominated items specified in the policy schedule when caused by certain events.

1.1 Insured events

The nominated items are covered while in transit against physical loss or destruction or damage caused by any of the following insured events:

- accident, or
- the deliberate act of a third party

occurring within the geographical limits stated in the policy schedule.

1.2 Static risks

If you have selected the static risk optional cover extension then the nominated items are also insured while they are removed from the conveyance and are within the situation specified in the policy schedule.

Details of the cover and limitations of the static risk optional cover extension can be found in Clause 5: Optional Cover Extension.

1.3 Further cover that automatically applies

In relation to transit by sea, the nominated items are also covered against each of the following:

- a) Physical loss or destruction or damage to nominated items caused by jettison.
- b) Physical loss or destruction or damage to nominated items as a result of general average sacrifice.
- c) General average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy.

1.4 Transit by third parties

Where nominated items are being moved by other parties such as carriers, freight forwarders, airlines or shipping companies, insurance is extended to include accidental loss or damage sustained while the nominated items are in the care, custody or control of those parties.

2. WHAT WE WILL PAY

2.1 Basis of claim settlement

We will, at our option:

- a) repair or replace any lost or damaged insured item to a condition equal to but not better or more extensive than its condition when new or
- b) pay the amount of the loss or damage up to the market value or new replacement value as stated in the policy schedule

whichever is the lesser. The excess stated in the policy schedule will be deducted from the claim settlement.

We will not be responsible for the cost of any alterations, improvements or overhauls carried out in the course of repair or replacement resulting from an insured loss.

In the case of a claim where your loss is confined to part of an insured item, we will cover you in respect of that part only plus the cost of any necessary dismantling and reassembling.

2.2 Brands/labels

In the event of loss or damage of nominated items bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the nominated items may be retained by you to dispose of as you see fit provided a reasonable allowance is agreed for the value of the damaged and undamaged nominated items.

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

2.3 Compensation from other parties (waiver of rights)

Where another party is liable to compensate you for any loss or damage which is covered by this policy but where you have agreed not to seek recovery of any monies from that party, then we will not provide cover under this policy for such loss or damage, or may reduce our liability under the policy contract as permitted by law.

2.4 Other policies of insurance (non-contribution)

If, at the time of any loss or damage to the nominated items, there is any other current insurance, whether effected by you or by any other person or persons, covering the same nominated items, we will not be liable (where legally entitled) for more than the rateable proportion of the loss, damage or expense.

2.5 Per item limitation

The claim settlement for any single item will be limited to \$500 or any other amount shown in the policy schedule where the sum insured you have nominated represents the total value of all items insured without a separate sum insured being stated for individual items.

2.6 Sums insured

The sums insured stated in:

- a) the policy schedule;
- b) this policy;
- c) any endorsements;

apply to any one accident or series of accidents caused by the one event.

2.7 UNDERINSURANCE

- If the value of any item at the time of the happening of an insured event is greater than the sum insured in respect of that item, you will only receive from us the proportion of the loss or damage that the sum insured of that item bears to the value of the item.
- If no separate sum insured is stated for any item you will only recover the proportion of the loss or damage that the total sum insured bears to the total value of all items insured.

3. WHAT YOU MUST PAY IF YOU MAKE A CLAIM

3.1 Excess

For claims you make on this policy, you will have to pay the excess which is shown on your policy schedule.

If more than one excess is payable under this policy for any claim or series of claims arising from the one accident you must pay the highest excess, but you pay only one excess.

3.2 Detached trailer (increased excess)

Cover extends to Nominated Items left in or on detached trailers with increased excesses for theft of nominated items applying as follows:

Trailers parked on-street:
25% of claim

Trailers parked off-street:
10% of claim or \$1,500 whichever is higher

Trailers parked in a fully enclosed building:
standard policy deductible applies

“Street” means roads designated by the applicable authority as public roads

4. AUTOMATIC COVER EXTENSIONS

The following extensions automatically apply to this policy.

4.1 Removal of debris/clean up costs

This policy covers all reasonable costs and expenses incurred in unloading, removing and disposing of nominated items that have been damaged by an insured event as well as clean up of the accident site.

Subject to a limit of \$5,000 unless otherwise specified in the policy schedule and provided the costs are not recoverable under any other policy of insurance.

4.2 Loading and unloading risks

Cover commences when an item of insured goods is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place.

Cover ends when an item of insured goods is last moved in being delivered at the destination but not exceeding 72 hours after unloading from the conveying vehicle, whichever first occurs.

4.3 Automatic addition of new items

We will provide interim cover for a maximum 60 consecutive days, for any additional or replacement items purchased, leased, borrowed or hired by you (and for which you are legally liable) during the period of insurance provided that:

- a) the item is of a similar kind to that currently insured under the policy.
- b) you pay to us any additional premium that may be charged.
- c) the excess shall be the same as other similar items currently insured under this policy.

Limit of benefit: If before you give us full details and before we have agreed in writing to an increased sum insured, the additional or replacement item is damaged or stolen, the maximum amount payable by us will be \$5,000 or the market value, whichever is less

5. OPTIONAL COVER EXTENSION

Only when it is specified in the policy schedule, cover is extended as stated in the applicable cover extension below:

5.1 Static risks (standard cover)

This insurance extends to cover physical loss or destruction or damage to the nominated items caused by any of the following defined events:

- a) Fire.
- b) Explosion.
- c) Earthquake.
- d) Theft but only when consequent upon forcible and violent entry into enclosed premises.
- e) Impact by any road vehicle, animal, aircraft or other aerial devices or articles dropped therefrom, falling trees or parts thereof but not loss or damage caused by or consequent upon the felling or lopping of trees by you or on your behalf.
- f) Storm and or tempest and or rainwater while contained in enclosed premises.
- g) Flood while contained in enclosed premises.

Also insured are:

- a) acts of strikers or locked-out workers or persons taking part in labour disturbances.
- b) acts of malicious persons, other than theft, including persons of malicious intent acting on behalf of or in connection with any political organisation.
- c) any lawfully constituted authority in connection with the events specially referred to in (a) and (b) above where the resulting loss or damage is directly caused thereby.

5.2 Static risks (Extended Cover - General Property)

This insurance extends to cover physical loss or destruction or damage to the nominated items caused by:

- a) accident
- b) the deliberate act of a third party

and which occurs within the geographical limits stated in the policy schedule.

6. WHEN YOU ARE NOT COVERED

This policy does not cover loss of or damage to the nominated items or liability or expense caused by any of the following:

6.1 Electrical, mechanical & electronic failure

Electronic, electrical or mechanical failure where there is no external visible evidence of damage from an insured event.

6.2 Theft without forcible and violent entry

Theft from unattended road transport vehicles or their carrying compartments where there is no visible evidence that the theft has resulted from:

- a) forcible and violent entry, or
- b) violent force in breaking or circumventing security devices

6.3 Expropriation

The lawful seizure, confiscation, nationalisation or requisition of the nominated items.

6.4 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

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

6.5 Terrorism

Terrorism, and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism, unless caused by a terrorist or any person acting from a political motive while the nominated items are aboard a conveyance.

6.6 War

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 unless the nominated items are aboard a conveyance.

6.7 Theft in the open air (as defined below):

Theft from any yard or other open space, or any veranda, pergola, carport or other open sided structure which cannot be fully enclosed by the use of doors and/or windows unless there has been a threat of immediate violence or violent intimidation.

6.8 Consequential loss or damage

6.9 The action of light or atmospheric conditions or gradually developing conditions

6.10 Dishonesty by you or others to whom insured items may be delivered, entrusted, loaned or rented

6.11 Unexplained losses discovered upon inventory checks

6.12 Loss or damage to insured sporting equipment while in use

6.13 Theft by employees

6.14 Loss or damage caused while an insured motor vehicle/cycle is being operated

7. GENERAL CONDITIONS

7.1 Due diligence

You must take all reasonable care to prevent loss, destruction, expense, or damage covered by this policy.

7.2 Changing your policy

If you want to make a change to this policy, the change becomes effective when we agree to it in writing.

If you do or omit to do something which materially changes the risk that increases the chances of future loss, you must give us immediate notice in writing.

7.3 Cancelling your policy

How you may cancel this policy

You may cancel this policy at any time by telling us in writing that you want to cancel it.

How we may cancel this policy

We may cancel this policy only when permitted to do so by law and after informing you in writing.

Cancellation shall become effective on the expiry of the requisite period of time from midnight of the day on which notice of cancellation is issued by or to us.

The premium

We will refund to you the proportion of the premium for the remaining period of insurance, provided we shall be entitled to retain the agreed minimum premium.

7.4 Notices

Any notice we give you will be in writing, and it will be effective:

- a) if it is delivered to you personally.
- b) if it is delivered or posted to your address last known to us.

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

7.5 Jurisdiction and law and practice

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

This policy is subject to the Insurance Contracts Act 1984.

7.6 Headings

The headings and titles of paragraphs in the policy are included for descriptive purposes only and do not form part of this policy for the purposes of its construction or interpretation, except for the headings contained in 'Definitions' (Clause 9) of this policy.

8. CLAIMS

8.1 What you must do

If there is any loss or damage which may result in a claim under this policy, you must take the following steps:

Immediate action

- a) Take all reasonable measures to avoid or minimise any loss, damage or expense (we will pay the reasonable and necessary cost of doing this).
- b) Ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.
- c) Inform the police as soon as possible after a theft is discovered.

Notification

- a) Inform us of the event as soon as possible.
- b) Submit to us full written particulars as soon as possible.
- c) Send to us all correspondence and documents relating to the event.
- d) Provide or arrange for us to be provided with invoices, statements and other documents evidencing the amount of the loss.

8.2 Apportionment of recoveries

Where a recovery is obtained from a carrier or other third party, such recovery shall be apportioned between you and us in the same proportion as we have each borne such loss.

8.3 Fraud

If any claim in whole or part is fraudulent or false in any respect we may be entitled to avoid paying the claim or reduce the amount of the claim settlement. In some circumstances we may also be able to cancel your policy.

8.4 Sanctions Limitation and Exclusion Clause

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

9. DEFINITIONS

Some key words and terms used in this policy have a special meaning. Wherever the following words or terms are used in the policy, they mean what is set out below:

Accident

Any occurrence or event which arises during transportation and results in loss or damage to the nominated items which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the nominated items.

Application

The signed application form and other information supplied by you or on your behalf when applying for this insurance upon which we relied when agreeing to grant this insurance cover.

Conveyance

Any road, rail, ship, vessel, aircraft or postal service transport used to transport the nominated items, including a trailer.

Enclosed premises

An area either fully or partially enclosed with secure and lockable entry and exit points.

Excess or deductible

The amount you must pay towards a claim, as specified in the policy schedule.

An increased amount may be payable as shown in the policy wording for theft of nominated items contained in or left on detached trailers.

Flood

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- A lake (whether or not it has been altered or modified)
- A river (whether or not it has been altered or modified)
- A creek (whether or not it has been altered or modified)
- Another natural watercourse (whether or not it has been altered or modified)
- A reservoir
- A canal
- A dam

Period of insurance

The period shown in the policy schedule or any renewal period, during which the insurance provided by this policy is in force.

Policy, insurance

This policy wording, your application, the policy schedule and any endorsements we issue to you which amend this policy wording or the policy schedule.

Policy schedule

The document so designated that we issue to you, whether for the first period of insurance or on any renewal of the contract or variation by way of endorsement, that specifies the policy number and other details of the cover provided by this policy.

Rainwater

Water falling from the sky in the form of rain until such time as it reaches the ground or falls on the premises in which the nominated items are situated.

Storm and or tempest

Violent atmospheric disturbances accompanied by high winds sometimes combined with thunder, heavy falls of rain, hail or snow. Storm and or tempest does not mean intermittent or persistent rain by itself.

Terrorism

Any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

We, our, us

QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, your, yours

The person(s), companies or firms named on the current policy schedule as the named insured.

SURA Pty Ltd ABN 36 115 672 350,
AFSL 294313.

Thank you for receiving this
document electronically.

In providing any financial services
SURA acts under a binder as an
agent of QBE Insurance (Australia)
Limited ABN 78 003 191 035, AFSL
239545

SURA Marine supports positive
initiatives for our environment.

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