

Multimodal Freight Insurance Package

Insured Organisation: «InsuredName»

Period: «PolicyPeriodCover»

CHUBB®

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Multimodal Freight Insurance Package

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

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

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Complaints and Dispute Resolution Process

We understand that you could be dissatisfied with our organisation, our products and services, or the complaints handling process itself. We take all our customer's concerns seriously and have detailed below the complaints process that you can access.

Complaints and Customer Resolution Service

Contact Details

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

Our response

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you, or as soon as practicable. Following acknowledgement, within two (2) business days we will provide you with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with you regarding your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days. If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If your complaint falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Policy Schedule

No.	Title	Description															
Item 1.	Policy Number:	«PolicyNumber»															
Item 2.	Issuing Office:	«InsuranceBroker»															
Item 3.	Insured:	«InsuredName»															
Item 4.	Insured Locations: Insured Warehouse Locations:																
Item 5.	Insured Services:																
Item 6.	Period of Insurance:	Start: «PolicyPeriodFrom» Expiry: «PolicyPeriodTo» Both days at 4.00pm local standard time of issuing office															
Item 7.	Limit of Liability: 7(a) Cover under Section A: 7(b) Freight Protection Extension - Comprehensive cover 7(c) Freight Protection Extension - Insured Perils 7(d) Cover under Section B: Sub Limits (within Limit of Liability):	<table border="1"> <tbody> <tr> <td>Section A</td> <td>Removal of Debris and Clean Up</td> <td>AUD \$100,000</td> </tr> <tr> <td>Section A</td> <td>Restricted Freight</td> <td>AUD \$100,000</td> </tr> <tr> <td>Section B</td> <td>Mitigation Costs</td> <td>AUD\$100,000</td> </tr> <tr> <td>Section B</td> <td>Legal Representation</td> <td>AUD\$100,000</td> </tr> <tr> <td>Section B</td> <td>Emergency Defence Costs and Legal Representation</td> <td>AUD\$100,000</td> </tr> </tbody> </table>	Section A	Removal of Debris and Clean Up	AUD \$100,000	Section A	Restricted Freight	AUD \$100,000	Section B	Mitigation Costs	AUD\$100,000	Section B	Legal Representation	AUD\$100,000	Section B	Emergency Defence Costs and Legal Representation	AUD\$100,000
Section A	Removal of Debris and Clean Up	AUD \$100,000															
Section A	Restricted Freight	AUD \$100,000															
Section B	Mitigation Costs	AUD\$100,000															
Section B	Legal Representation	AUD\$100,000															
Section B	Emergency Defence Costs and Legal Representation	AUD\$100,000															
Item 8.	Excluded Territories:	«ExcludedTerritories»															
Item 9.	Deductible:	Section A															

	9(a) Section A: 9(b) Section B:	«CurrencyID» «DeductibleEOFL» each and every Occurrence Section B «CurrencyID» «DeductibleEOFL» each and every Claim
Item 10.	Policy Form:	Multimodal Freight Insurance Package Wording 2021 as attached
Item 11.	Estimated Gross Freight Receipts:	«CurrencyID» «EstimatedGrossFreightReceipts»
Item 12.	Adjustment Rate:	«AdjustmentRate»%
Item 13.	Minimum Deposit Premium:	Premium «PremiumCurrencyID» «FinalDepositPremium» As Agreed
Item 14.	Optional Extensions:	
	3.1 Terrorism	Not Included
	3.2 Freight Protection - Comprehensive cover	Not Included
	3.3 Freight Protection - Insured Perils Cover (a)-(f)	Not Included
	Insured Perils (g) included	Not Included
	Insured Perils (h) included	Not Included
	Insured Perils (i) included	Not Included
	3.4 Third Party Liability	Not Included
Item 15.	Retroactive Date:	«RetroactiveDate»
Item 16.	Approved Contracts:	None
Item 16.	Approved Contracts:	Standard Trading Conditions as provided to and approved by Chubb as follows; «TableStart:dtPolicyReportsApprovedContract» «ShortDescription» «TableEnd:dtPolicyReportsApprovedContract» «Contra» «RowNumber» and no other for the purpose of this insurance

Item 17.	Additional Conditions:	None
Item 17.	Additional Conditions:	«TableStart:dtPolicyReportsAdditionalCond»«TableEnd:dtPolicyReportsAdditionalCondit»
Item 18.	Additional Extensions:	None
Item 18.	Additional Extensions:	«TableStart:dtPolicyReportsAdditionalExte»«TableEnd:dtPolicyReportsAdditionalExtens»

This **Policy** and **Schedule** have been signed on behalf of **Chubb**.

<<foreach [in dtUnderwriterSignature]>>

<<image [Signature]>>

Authorised Stamp and Signature: <</foreach>>

Date: «CurrentDate»

Additional Conditions

Additional Extensions

Endorsements

Policy Wording

In consideration of the payment of the premium and in reliance upon all statements and declarations made and information provided to Chubb Insurance Australia Limited (ABN 23 001 642 020) (**Chubb**) and subject to all the terms, conditions and limitations of this **Policy**, **Chubb** agrees with the **Insured** as follows:

Section A - Freight Liability

1. Insuring Agreement for Section A

Chubb will indemnify the **Insured** for all sums for which the **Insured** becomes legally liable to pay as **Compensation** for **Freight Property Damage** occurring within the **Policy Territory** during the **Period of Insurance** as a result of an **Occurrence** in connection with the **Insured Services**.

2. Automatic Extensions for Section A

Each of the following Extensions automatically applies unless otherwise stated in an endorsement. Each of the Extensions is subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this **Policy** unless otherwise stated. None of these extensions increases the **Limit of Liability** set out in Item 7(a) of the **Schedule**.

2.1 Defence Costs

Chubb will pay to or on behalf of the **Insured**, **Defence Costs** to defend a claim for **Compensation** for **Freight Property Damage** covered under Insuring Agreement for Section A of this **Policy**.

2.2 General Average and Salvage

Chubb will pay to or on behalf of the **Insured**, the **Insured's** contribution to general average and/or salvage charges arising from an act of general average and/or salvage occurring during the **Period of Insurance**.

2.3 Mitigation Costs and Expenses (AUD\$100,000)

Chubb will pay to or on behalf of the **Insured**, up to an amount of AUD100,000 any one **Occurrence**, all reasonable expenses incurred by the **Insured** to avoid or minimise **Freight Property Damage** covered under Insuring Agreement for Section A of this **Policy**.

2.4 Removal of Debris and Clean Up Costs

Chubb will pay to or on behalf of the **Insured**, up to an amount of AUD100,000 any one **Occurrence**, all reasonable expenses incurred by the **Insured** to clean, decontaminate, remove and dispose of damaged, deteriorated or contaminated **Freight** as a result of **Freight Property Damage** covered under Insuring Agreement for Section A of this **Policy**.

2.5 Restricted Freight

Despite Exclusion 6.25 (Restricted Freight), **Chubb** will pay to or on behalf of the **Insured**, up to an amount of AUD100,000 any one **Occurrence** and in the aggregate, for any claim for **Compensation** for **Freight Property Damage** to **Restricted Freight** occurring within the **Policy Territory** during the **Period of Insurance** as a result of an **Occurrence** in connection with the **Insured Services**.

3. Optional Extensions for Section A

Cover under Optional Extensions for Section A is only applicable if so designated in Item 14 of the **Schedule**. These Extensions are subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this **Policy** unless otherwise stated. None of these Extensions increase the **Limit of Liability** set out in Item 7(a) of the **Schedule**.

3.1 Terrorism

Chubb will pay to or on behalf of the **Insured**, up to an amount of AUD100,000 any one **Occurrence**, for **Freight Property Damage** occurring within the **Policy Territory** during the **Period of Insurance** caused by an **Act of Terrorism**.

Exclusion 6.28 (b) (War and Terrorism) shall not apply to cover provided under this Extension but Exclusion 6.28 (a) shall still apply.

3.2 Freight Protection - Comprehensive Cover

Chubb will pay to or on behalf of the **Insured**, up to the amount specified in Item 7(b) of the **Schedule**, for **Freight Property Damage** occurring whilst in **Transit** within the **Policy Territory** during the **Period of Insurance** as a result of an **Occurrence** in connection with the **Insured Services**, providing that payment for financial loss incurred by the owner of the **Freight** is caused solely by the physical damage to, destruction of, or loss of or loss of use of **Freight**. Cover under this Extension is limited to AUD100,000 any one **Occurrence** and AUD250,000 in the aggregate.

Chubb will not pay under this Extension if and to the extent that the **Insured** elects to rely upon any provisions within the **Approved Contracts** to avoid liability for **Freight Property Damage**.

3.3 Freight Protection - Insured Perils Cover

Chubb will pay to or on behalf of the **Insured**, up to the amount specified in Item 7(c) of the **Schedule**, for **Freight Property Damage** caused by any or all **Insured Perils**, occurring whilst in **Transit** within the **Policy Territory** during the **Period of Insurance** as a result of an **Occurrence** in connection with the **Insured Services**, providing that payment for financial loss incurred by the owner of the **Freight** is caused solely by the physical damage to, destruction of, or loss of or loss of use of **Freight**. Cover under this Extension is limited AUD100,000 any one **Occurrence** and AUD250,000 in the aggregate.

For the purpose of this Extension, **Insured Perils** means:

- a) fire, lightning, hail or explosion,
- b) flood,
- c) collision of the conveying vehicle except with the curb or uneven road surface,
- d) jack-knifing, overturning or derailment of the conveying vehicle,
- e) impact with any object which is not on or part of the conveying vehicle,
- f) collision, jettison, grounding, capsizing or sinking of a vessel with the conveying vehicle on board.

If so designated in Item 14 of the **Schedule**, **Insured Perils** also means:

- g) loading and unloading,
- h) theft from the conveying vehicle following forcible entry of locked windows, doors and or any other entry points to the conveying vehicle,
- i) breakdown or malfunction of refrigerating machinery which results in its stoppage, or failure to deliver air at the pre-set temperature, for a period of more than six consecutive hours.

Chubb will not pay under this Extension if and to the extent that the **Insured** elects to rely upon any provisions within the **Approved Contracts** to avoid liability for **Freight Property Damage**.

Section B - Professional Indemnity

4. Insuring Agreement for Section B

Chubb will pay to or on behalf of the **Insured** any **Loss** resulting from any **Claim** for civil liability arising out of any **Wrongful Act** committed during the conduct of the **Insured Services**, provided that such **Claim** is first made against the **Insured** during the **Period of Insurance** and reported to **Chubb** no later than 30 days after the expiry of the **Period of Insurance**.

5. Automatic Extensions for Section B

Each of the following Extensions automatically applies unless otherwise stated in an endorsement. Each of the Extensions is subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this **Policy** unless otherwise stated. None of these Extensions increases the **Limit of Liability** set out in Item 7(d) of the **Schedule**.

5.1 Defence Costs

Chubb will pay to and on behalf of the **Insured**, **Defence Costs** to defend a **Claim** for **Loss** covered under Insuring Agreement for Section B of this **Policy**.

5.2 Legal Representation at Investigations

Chubb agrees to pay to or on behalf of any **Insured**, up to an amount of AUD100,000 any one **Investigation**, **Legal Representation Expenses** for any **Investigation** first commenced against the **Insured** during the **Period of Insurance**.

For the purpose of cover under this Extension a **Claim** is not required.

5.3 Emergency Defence Costs and Emergency Legal Representation Expenses

Despite Claims Condition 9.2 (Conduct of Proceedings), if it is not possible for the **Insured** to obtain **Chubb's** written consent prior to the incurring of **Emergency Defence Costs** or **Emergency Legal Representation Expenses**, **Chubb** will waive the requirement for prior written consent provided that **Chubb's** consent is sought within 14 days of such **Emergency Defence Costs** or **Emergency Legal Representation Expenses** being incurred, such consent not to be unreasonably withheld or delayed.

Chubb's maximum liability under this Extension 5.3 in respect of **Emergency Defence Costs** is 10% of the **Limit of Liability** specified in Item 7(d) of the **Schedule** for any one **Claim** and in the aggregate.

Chubb's maximum liability under this Extension 5.3 in respect of **Emergency Legal Representation Expenses** is 10% of the **Limit of Liability** specified in Item 7(d) of the **Schedule** any one **Investigation** and in the aggregate.

For the purpose of cover under this Extension 5.3 in respect of **Emergency Legal Representation Expenses** a **Claim** is not required.

5.4 Advancement of Defence Costs and Legal Representation Expenses

Chubb shall pay in advance to the **Insured** any covered **Defence Costs** and covered **Legal Representation Expenses** within 30 days of receipt and approval of an invoice for such **Defence Costs** or **Legal Representation Expenses**.

Any **Defence Costs** or **Legal Representation Expenses** paid in advance to the **Insured** shall be repaid to **Chubb** in the event it is established that the **Insured** is not entitled to such **Defence Costs** or **Legal Representation Expenses**.

5.5 Civil Fines, Penalties, Duties and Taxes

Despite Exclusion 6.20 (Penalties and Damages), **Chubb** agrees to pay to or on behalf of the **Insured** any fines, penalties, customs duty, sales or excise tax or similar fiscal charges for breach of regulations directly relating to the transport of **Freight** except those that are uninsurable under any applicable law, including the law of the jurisdiction in which such fines, penalties, customs duty, sales or excise tax or similar fiscal charges are imposed on the **Insured** and the governing law of this **Policy**.

Chubb's maximum liability under this Extension 5.5 is AUD100,000 any one **Claim** and in the aggregate.

Chubb will not be liable to make payment under this **Policy** where the **Insured** is not legally liable to the **Customer** or to any **Authority** or if the **Insured** is entitled to rely on an **Approved Contract** to avoid liability.

5.6 Multiple Causes of Loss

Where more than one cause contributes to **Loss** for which a **Claim** is made, **Chubb** will indemnify the **Insured** for the liability the **Insured** incurs in respect of that part of the covered **Loss** which is covered irrespective of whether one or more of the other causes is excluded under the **Policy**.

6. General Exclusions Applicable to this Policy

General Exclusions

Chubb will not be liable for any amounts payable under this **Policy** directly or indirectly caused by, arising out of or in any way connected with:

6.1 Accounting Errors or Unexplained Disappearances or Shortages

any property owned by the **Insured** or in the **Insured's** care, custody or control as a result of accounting error or unexplained disappearances and/or shortages revealed only after stock take/taking of inventory.

6.2 Aircraft

the ownership, operation or navigation of any **Aircraft** or hovercraft, other than in respect of **Freight Property Damage** sustained during the provision of **Insured Services**.

6.3 Asbestos

asbestos or materials containing asbestos.

6.4 Assumed or Increased Liabilities

- a) any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the **Insured** in the absence of such contract, agreement or understanding Exclusion 6.4(a) does not apply to any **Approved Contracts**.
- b) any increased liability arising from any declaration of any special instructions by the **Customer** beyond the limitations of liability according to the **Approved Contracts**.

6.5 Bodily Injury

bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury.

6.6 Dangerous Goods

any dangerous goods except if the **Insured** ensures compliance with all carriage of dangerous goods regulations issued by an **Authority**.

6.7 Dismantling, Assembly, Testing or Fabrication

any dismantling, assembly, testing or fabrication of **Freight**.

6.8 Dredging Operations or Dumping of Spoil

any involvement in dredging operations or the dumping of spoil from dredging operations.

6.9 Excluded Freight

Bullion and Precious Metals money or other equivalents including currency, coins, bank notes, cheques, travellers cheques, registered cheques, postal orders and money orders, cash securities money or other equivalents including currency, coins, bank notes, cheques, travellers cheques, registered cheques, postal orders and money orders, counterfeit, illegal or pirated goods, goods which are excluded by applicable law, regulations or statute of any jurisdiction to or through which the property is transported, precious jewellery, or precious stones.

6.10 Excluded Territories

any Excluded Territories.

6.11 Financial Failure, Trading Debts & Insolvency

any:

- a) trading debt of the **Insured**;
- b) guarantee or other undertaking or obligation in respect of such debt, given by the **Insured**; or
- c) insolvency, liquidation, administration or receivership of an **Insured**.

6.12 Fraud, Dishonesty & Intentional Conduct

any **Insured** committing or condoning or any:

- a) dishonest or fraudulent act or dishonest or fraudulent failure to act; or
- b) malicious, criminal or intentional breach of the law; or
- c) cartel or other anti-competitive conduct, or gaining any profit or advantage to which the **Insured** is not legally entitled,

providing that this exclusion will not apply to an **Insured** who had no knowledge of and did not encourage, condone or commit the conduct or act.

6.13 Fuel or Power

any absence, shortage or withholding of power or fuel.

6.14 Insurance

any liability arising directly from the failure to arrange insurance.

6.15 Labour

any absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion.

6.16 Landfill, Operation and/or Use of Dump Site or Disposal of Waste

any operation or use of a dump site, land-fill operation or the disposing of waste.

6.17 Leased or Hired Property

any property which is not owned by the **Insured** which is loaned, leased, hired or chartered by the **Insured**.

6.18 Motor Vehicles

any motor vehicle that is being moved on its own wheels or under its own power by the **Insured** or any person acting on the **Insured's** behalf.

6.19 Mould

any mould, moths, insects, rats or vermin.

6.20 Penalties and Damages

any punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages, and any fines, duty, taxes and penalties except as provided for under Extension 5.5 (Civil Fines, Penalties, Duties and Taxes).

6.21 Pollution

any **Pollution** or **Pollutants** except this Exclusion 6.22 shall not apply to **Freight Property Damage** which:

- a) arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the **Insured**; and
- b) which takes place in its entirety at a specific time and place

6.22 Port or Harbour Blockage

any port or harbour blockage.

6.23 Products Liability

any goods manufactured, installed, treated, assembled or processed by or on behalf of the **Insured**.

6.24 Radioactive Contamination, Chemical Biological, Bio-Chemical and Electromagnetic Weapons Exclusion

- a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; and
- b) any radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; and

- d) any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 6.26(d) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

6.25 Restricted Freight

any Restricted Freight.

6.26 Retroactive Date

any **Freight Property Damage** occurring or allegedly occurring, or any **Wrongful Act** committed or allegedly committed, prior to the **Retroactive Date**.

6.27 Temperature Controlled Goods

any temperature controlled goods and loss or damage caused by any variation in temperature unless the **Insured** attends to the following:

- a) instructs all **Employees** in the use of refrigeration equipment before entrusting them with such goods; and
- b) obtains written confirmation from the **Customer** or principal before acceptance of the goods of the temperature at which the goods have to be held, and the consignee notes the variation in the required temperature upon delivery, providing it is within the **Insured's** power to obtain such confirmation; and
- c) services and maintains refrigeration equipment in accordance with the manufacturer's recommendations; and
- d) ensures that the refrigeration equipment is operational prior to each transit; and
- e) maintains written records of compliance with the above.

6.28 Vessel

the ownership, operation, management, navigation or chartering of any vessel.

6.29 War and Terrorism

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or
- b) any **Act of Terrorism** or any acts to suppress or control any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

6.30 Wrongful Delivery

any wrongful delivery of **Freight** contrary to instructions to withhold delivery without receipt by the **Insured** of:

- a) an exchange payment;
- b) the relevant bill of lading or other document of title; or
- c) a letter of indemnity issued by the **Insured** or its agent which the consignee and trade financier have signed.

Exclusions application to Definition Section

Certain defined terms in Section 8. (Definitions) of this **Policy** contain exclusions that change, limit or reduce cover under this **Policy**. The exclusions contained in those defined terms are listed below:

6.31 Compensation

Compensation (Definition 8.12) does not include:

- a) aggravated, punitive or exemplary damages;
- b) fines or penalties;
- c) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;

- d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- e) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- f) taxes or sums payable in relation to taxes;
- g) any matters which are uninsurable under any applicable law; or
- h) Defence Costs.

6.32 Freight Property Damage

Freight Property Damage (Definition 8.25) does not include:

- a) aggravated, punitive or exemplary damages;
- b) fines or penalties;
- c) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;
- d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- e) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- f) taxes or sums payable in relation to taxes;
- g) any matters which are uninsurable under any applicable law; or
- h) Defence Costs.

6.33 Investigation

Investigation (Definition 8.30) does not include any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

6.34 Legal Representation Expenses

Legal Representation Expenses (Definition 8.31) does not include any remuneration of any **Employee**.

6.35 Loss

Loss (Definition 8.33) does not include:

- a) aggravated, punitive or exemplary damages;
- b) fines or penalties;
- c) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;
- d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- e) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- f) taxes or sums payable in relation to taxes;
- g) any matters which are uninsurable under any applicable law;
- h) Legal Representation Expenses; or
- i) Defence Costs

6.36 Policy Territory

Policy Territory (Definition 8.41) does not include any **Excluded Territories**.

Communicable Disease and Cyber Exclusions

6.37 Communicable Disease

- a) Notwithstanding and superseding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:
 - i. a Communicable Disease; or
 - ii. the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a Communicable Disease, or

- ii. any **Freight** that is or may be affected either directly or indirectly by a Communicable Disease.
- c) As used in this Policy, a Communicable Disease means any:
 - i. physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission or where it was discovered or where such outbreak occurred or is occurring; or
 - ii. any virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or
 - iii. any disease which is a quarantinable disease or a listed human disease under the *Biosecurity Act 2015* (Cth), as may be amended from time to time and any replacement, successor or functionally similar legislation of Australia (or of the applicable state or territory in Australia in which the transit of the **Freight** originated), including delegated legislation irrespective of where it was discovered or where such outbreak occurred or is occurring; or
 - iv. any mutation of the illnesses, diseases or organisms described in clauses (c)(i), (ii) and (iii).

This Exclusion applies to all coverage extensions, additional coverages and exceptions.

6.38 Marine Cyber

1. Subject only to paragraph 3 below, in no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, **Computer System**, computer software programme, malicious code, **Computer Virus**, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the Policy , the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, **Computer System**, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this Policy covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 6.38 (1) above shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, **Computer System** or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

7. Specific Exclusions Applicable to Section B

Chubb will not be liable for any amounts payable under Section B of this **Policy** directly or indirectly caused by, arising out of or in any way connected with:

7.1 Intellectual Property

any actual or alleged infringement of any intellectual property right, whether registered, registrable or otherwise, including but not limited to trade secret, copyright, trade mark, service mark, patent and petty patent.

7.2 Licencing Investigations

any investigation, examination, inquiry or prosecution relating to the **Insured** failing to be properly licenced, registered or accredited to provide **Insured Services** as required by any applicable transportation law or regulation including industry codes or practice.

7.3 Managerial Liability

any actual or alleged breach by an **Insured** of a duty owed in the capacity of a director, secretary, trustee or officer.

7.4 Prior Matters

any:

- a) **Claim** first made or **Investigation** first commenced before the **Period of Insurance**; or

- b) matter notified in whole or in part to **Chubb** or any other insurer before the **Period of Insurance**; or
- c) **Circumstance** which was known to or ought reasonably to have been known to the **Insured** prior to the commencement of the **Period of Insurance**.

7.5 **Related Persons & Entities**

any **Claim** brought by or maintained by or on behalf of:

- a) any **Insured** or parent company of any **Insured**; or
- b) any entity within the same group of companies as the **Insured**; or
- c) any person or entity who at the time of the **Wrongful Act** giving rise to the **Claim** is a relative of any **Insured** or controlled by a relative of any **Insured**.

8. Definitions

Wherever appearing in this **Policy**, the following definitions apply:

8.1 **Act of Terrorism means**

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

8.2 **Actual Premium means**

Premium calculated at the end of the **Period of Insurance** by multiplying actual **Gross Freight Receipts** by the adjustment rate set out in Item 12 of the **Schedule**.

8.3 **Adjustment Premium means**

The difference between Actual Premium and Minimum Deposit Premium, which is payable by the Insured to Chubb at the end of the Period of Insurance where Actual Premium exceeds Minimum Deposit Premium.

8.4 **Aircraft means**

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space above ground.

8.5 **Approved Contract means**

Standard trading conditions as follows:

- a) Any applicable international transport convention;
- b) National transport law which is compulsorily applicable to the **Insured**;
- c) Any standard trading conditions approved by the national freight forwarding, road haulage or warehousing association of which the **Insured** is a member;
- d) the terms of a FIATA or COMBICON bill of lading;
- e) The **Insured's** house bill of lading or standard trading conditions, provided such conditions and limitations of carriage or trade accept no greater liability or responsibility on the **Insured** than those in the FIATA standard bill of lading or national association standard conditions respectively or have been approved by **Chubb**; or
- f) A contract in a form that is noted as approved by **Chubb** in the **Schedule**.

8.6 **Authority means**

Any administrative, governmental, regulatory or trade/marine body/bodies or person/persons of competent jurisdiction.

8.7 **Bullion and Precious Metals means**

Gold, silver platinum or other precious metals in bars or bulk form.

8.8 **Chubb** means Chubb Insurance Australia Limited (ABN 23 001 642 020)

8.9 Chubb Affiliate means

Each and any subsidiary or holding company of **Chubb** and each and any subsidiary of a holding company of **Chubb** or any business entity from time to time controlling, controlled by, or under common control with **Chubb**.

8.10 Circumstance means

Any fact, matter or circumstance which gives rise to a **Claim** or **Investigation** or has the potential to give rise to a **Claim** or **Investigation**.

8.11 Claim means

- a) the receipt by the **Insured** of any written demand for **Loss** made against the **Insured**; or
- b) any originating legal or arbitral process, cross claim, counterclaim or third party notice served upon the **Insured** which contains a demand made against the **Insured** for **Loss**

arising out of a **Wrongful Act** committed during the conduct of (including a failure to perform) the **Insured Services**.

All **Claims** against one or more **Insured** and arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be one **Claim** and such **Claims** shall be deemed to be first made on the date the earliest of such **Claims** is first made.

8.12 Compensation means

Monies paid or payable by judgment, award or settlement together with any liability on the **Insured's** part to pay legal costs and expenses

Compensation does not include:

- a) aggravated, punitive or exemplary damages;
- b) fines or penalties;
- c) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;
- d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- e) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- f) taxes or sums payable in relation to taxes;
- g) any matters which are uninsurable under any applicable law; or
- h) Defence Costs

8.13 Computer System means

Electronic, wireless, web or similar system (including all hardware, firmware and software) used to process data or information in an analogue, digital, electronic or wireless format including computer programmes, electronic data processing media, electronic data, electronic data communications equipment, operating systems, computer network and networking equipment, servers, web sites, extranet, and all input, output, processing, storage and on-line or off-line media libraries, music, graphic, entertainment and other content (to the extent they hold electronic data).

8.14 Computer Virus means

Computer instructions placed on a **Computer System** without the owner or user's knowledge or consent that are designed to harm the **Computer System**. **Computer Virus** includes malicious codes, malware, Trojan horses, worms and time or logic bombs.

8.15 Customer means

Any person or group of persons, corporation, entity or collective entity for whom the **Insured** provides a service.

8.16 Customs Broker means

A company or entity that provides the technical requirements of importing, preparing and filing entry documents, obtaining the necessary bonds, depositing import duties, securing release of **Freight** and arranging delivery to the importer's facilities.

8.17 Deductible means

- a) for cover under Section A, the amount stated in Item 9(a) of the **Schedule** which is borne and payable by the **Insured** arising from each and every **Occurrence**.
- b) for cover under Section B, the amount stated in Item 9(b) of the **Schedule** which is borne and payable by the **Insured** arising from each and every **Claim**.

8.18 Defence Costs means

All reasonable and necessary legal costs and expenses incurred by **Chubb** or by the **Insured** with the written agreement of **Chubb**, such agreement not to be unreasonably withheld or delayed.

8.19 Emergency Defence Costs means

Defence Costs but only where prior written consent from **Chubb** could not be obtained.

8.20 Emergency Legal Representation Expenses means

Legal Representation Expenses but only where prior written consent from **Chubb** could not be obtained.

8.21 Employee means

- a) each person who was, is or becomes employed by the **Insured** and who is paid by the **Insured** by way of salary or wages; or
- b) a volunteer working without fee or reward provided that the performance of whose duties is subject to the direction and control of the **Insured**.

8.22 Excluded Territories means

Any country, territory, land, or region specified in Item 8 the **Schedule**.

8.23 Freight means

Goods of every description belonging to a third party including shipping containers, flat racks and packaging and protection for which the **Insured** is responsible.

8.24 Freight Forwarder means

Transport Operator providing **Freight** movement services which may include the issuance of documentation as an agent or principal and sub-contracting the physical carriage and handling to one or more **Transport Operator**.

8.25 Freight Property Damage means

- a) physical damage to, destruction of or loss of **Freight** including the loss of use of **Freight**; and
- b) financial loss incurred by the owner of the **Freight** caused solely by the physical damage to, destruction of, or loss of or loss of use of **Freight**.

Freight Property Damage does not include:

- a) aggravated, punitive or exemplary damages;
- b) fines or penalties;
- c) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;
- d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- e) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- f) taxes or sums payable in relation to taxes;
- g) any matters which are uninsurable under any applicable law; or
- h) Defence Costs.

8.26 Gross Freight Receipts means

Gross revenue for the **Period of Insurance** including payments to agents and sub-contractors in respect of **Insured Services** made during the **Period of Insurance**, but excluding customs duty, sales tax or similar fiscal charges paid on behalf of the **Customer**.

8.27 Insured means

- a) the **Insured** named in Item 3 of the **Schedule**; or

- b) any subsidiary company (including subsidiaries of such company) of the **Insured** named in Item 3 of the **Schedule** and any other organisation under the control of the **Insured** named in Item 3 of the **Schedule** and over which it is exercising active management;

8.28 Insured Services means

Only those specific services set out in Item 5 of the **Schedule**.

8.29 Interrelated Wrongful Acts means

All **Wrongful Acts** which are the same or are attributable to one source or originating or underlying cause.

8.30 Investigation means

A formal or official investigation, examination or inquiry before any duly constituted court or tribunal or other body having the power to compel the attendances of witnesses (including any hearing before any disciplinary body of any professional institution or association) into the conduct of **Insured Services** by the **Insured** other than any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

All **Investigations** against one or more **Insured** and arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be one **Investigation** and such **Investigations** shall be deemed to be first commenced on the date the earliest of such **Investigation** is first commenced.

8.31 Legal Representation Expenses means

The reasonable and necessary legal costs or related professional fees incurred by or on behalf of an **Insured** (but not including any remuneration of any **Employee**) with the prior written consent of **Chubb**, such consent not to be unreasonably withheld or delayed, directly in connection with an **Insured** co-operating with or being represented at an **Investigation**.

8.32 Limit of Liability means

- a) For cover under Section A, the amount stated in Item 7(a) of the **Schedule**, which is the maximum amount **Chubb** shall indemnify the **Insured** for in respect of all **Compensation** for **Freight Property Damage** and all other amounts payable by **Chubb** under Section A of this **Policy** arising out of any one **Occurrence** and in the aggregate.
- b) For cover under Section B, the amount stated in Item 7(d) of the **Schedule**, which is the maximum amount **Chubb** shall indemnify the **Insured** for in respect of all **Loss** and all other amounts payable by **Chubb** under Section B of this **Policy** arising out of any one **Claim** and in the aggregate. For the purposes of this Definition 8.32(b), where there are both **Claims** and **Investigations** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts**, these **Claims** and **Investigations** shall be regarded as one **Claim**.

8.33 Loss means

All amounts which an **Insured** becomes legally liable to pay in respect of a **Claim** (including but not limited to any damages, judgments entered or settlements reached).

Loss does not include:

- j) aggravated, punitive or exemplary damages;
- k) fines or penalties;
- l) costs incurred by the **Insured** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief;
- m) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured**;
- n) any internal or overhead expenses of the **Insured** or the cost of any **Insured's** time;
- o) taxes or sums payable in relation to taxes;
- p) any matters which are uninsurable under any applicable law;
- q) Legal Representation Expenses; or
- r) Defence Costs

8.34 Marine Insurance Agent means

A business unit within a **Transport Operator** that sells marine insurance using a pre-defined framework that outlines the types of **Freight**, worldwide trading zones, premiums and conditions of cover.

8.35 Minimum Deposit Premium means

Annual premium payable by the **Insured** to **Chubb** at the beginning of the **Period of Insurance**, as notified by **Chubb** based on estimated **Gross Freight Receipts**.

8.36 Multi-modal Transport Operator means

A company or entity undertaking the transport of **Freight**, either directly with its own equipment or through a -sub-contractor via multiple modes of transport.

8.37 NVOCC means

A cargo consolidator who does not own any vessel, but acts as a carrier by accepting required responsibilities of a carrier who issues their own bill of lading (or airway bill).

8.38 Occurrence means

An event including continuous or repeated exposure to substantially the same general conditions which results in **Freight Property Damage** neither expected nor intended from the standpoint of the **Insured**. All events of a series consequent on or attributable to one source or originating or underlying cause are deemed one **Occurrence**.

8.39 Period of Insurance means

The period stated in Item 6 of the **Schedule** or such further period for which this **Policy** has been extended as agreed by **Chubb** in writing and endorsed on to this **Policy**.

8.40 Policy means

The contract of insurance between **Chubb** and the **Insured** which comprises this policy wording, the **Proposal**, the **Schedule** and any endorsement issued by **Chubb** varying the policy cover.

8.41 Policy Territory means

Anywhere in the world other than **Excluded Territories**.

8.42 Pollutant means

Any contaminant, irritant or other matter or substance including but not limited to oil, smoke, vapour, soot, asbestos, asbestos-containing materials, fumes, fungi, acids, alkalis, nuclear or radioactive material, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

8.43 Pollution means

The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant** whether in solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

8.44 Proposal means

The written proposal and any supplementary proposal including any statements and information contained in such written or supplementary proposal and any material relied upon by **Chubb** in issuing cover under this **Policy**, or any policy issued by **Chubb** of which this **Policy** is a renewal.

8.45 Restricted Freight means

Blood products; computers and handheld electronic products and mobile telephones including electronic components of these; live animals or plants; pharmaceuticals; tobacco or tobacco products; or artwork, antiques and collectibles with a value greater than AUD10,000.

8.46 Retroactive Date means

The date set out in Item 15 of the **Schedule**.

8.47 Road Transport Operator means

A company or entity providing road transport of **Freight** between their **Customer's** facilities and ports of entry or exit or from, to or between other third party locations.

8.48 Schedule means

The **Schedule Chubb** issues to the **Insured** with this **Policy** or any subsequent version of that schedule, as amended by **Chubb**.

8.49 Transit means

In the possession, custody or control (including temporary storage in the ordinary course of transit up to a maximum of 30 days) of a **Transport Operator** in the course of its business as defined, or otherwise or in the possession, custody or control (including temporary storage in the ordinary course of transit up to a maximum of 30 days) of any subcontractors or other entities with which a **Transport Operator** contracts on behalf of the **Insured**.

8.50 Transport Operator means

A company or entity undertaking the transport of **Freight**, either directly or through a sub-contractor or with its own equipment, including but not limited to **Freight Forwarder, Road Transport Operator, Multi-modal Transport Operator, NVOCC, Warehouse Operator** or **Customs Broker**.

8.51 Warehouse Operator means

A company or entity providing premises for the receipt, storage and distribution of goods.

8.52 Wrongful Act means

- a) Unintentional breach of regulations relating to the transport of **Freight**;
- b) Delay in performing contractual obligations regarding delivery of **Freight** as a result of the **Insured's** own negligence;
- c) An unintentionally made incorrect statement in, or omission from, any bill of lading, waybill, air waybill or other document for the transport of **Freight**; or
- d) An unintentional failure to follow written instructions for the transport of **Freight**

9. Claims Conditions Applicable to the Policy

9.1 Notification of an Occurrence, Claims and Investigations

- a) The **Insured** must give written notice of:
 - i. any **Freight Property Damage** or any **Occurrence** as soon as practicable and
 - ii. any **Claim** or **Investigation** as soon as practicable, but always no later than 30 days after the expiry of the **Period of Insurance**

to

The Marine Claims Manager
Chubb Insurance Australia Limited
Grosvenor Place Level 38, 225 George Street
Sydney NSW 2000

aus.marineclaims@chubb.com

- b) All notifications under this **Policy** must include the following information:
 - i. a specific description of the **Freight Property Damage, Occurrence, Claim** or **Investigation**, including the date when and manner in which the **Insured** first became aware of the matter; and
 - ii. the details of any parties involved; and
 - iii. a copy of any written demand and any document relating to any commencement of proceedings against the **Insured** once available.

9.2 Conduct of Proceedings

Chubb has the right, if it so elects, to defend any claim for **Compensation** or **Claim** made against an **Insured**, arrange representation at an **Investigation** involving an **Insured**, or to bring any cross claim in the name of the **Insured** even if the allegations of the claim are groundless, false or fraudulent, and may make such investigations and settlement of any claim for **Compensation, Claim** or **Investigation** as is reasonable in the circumstances (within the scope of **Chubb's** liability under this

Policy), but **Chubb** is not obliged to pay any claim or judgment or defend any claim for **Compensation, Claim, Investigation** after **Chubb's** liability under this **Policy** has been exhausted.

If **Chubb** exercises its right to elect in accordance with the paragraph above, **Chubb** will:

- (a) keep the **Insured** apprised of the status of proceedings and informed of material developments;
- (b) consult with the **Insured** where appropriate.

If the amounts payable under this **Policy** are not likely to exceed the **Deductible**, **Chubb** may elect not to defend the claim for **Compensation, Claim** or **Investigation**. In these circumstances, and subject to the provisions of the **Policy**, the **Insured** is responsible for defending the claim for **Compensation, Claim** or **Investigation** and for the payment of any other amounts payable under this **Policy** up to the amount of the **Deductible**.

An **Insured** must not incur any **Defence Costs** or **Legal Representation Expenses** without the prior written consent of **Chubb**, which will not be unreasonably withheld or delayed. Save as provided for in Extension 5.3 (**Emergency Defence Costs** and **Legal Representation Expenses**) of this **Policy**, **Chubb** is not liable to indemnify any **Insured** for any **Defence Costs** or **Legal Representation Expenses** unless **Chubb** provides its prior written consent to the incurring of such **Defence Costs** or **Legal Representation Expenses**.

An **Insured** must not settle or make any admission, offer, payment or otherwise assume any contractual or other obligation in relation to any claim for **Compensation, Claim** or **Investigation**, in respect of which **Chubb** is, or may be, liable to indemnify any **Insured**, without the prior written consent of **Chubb**, such consent not to be unreasonably withheld or delayed. **Chubb** is not liable to indemnify any **Insured** for any settlement, admission, offer, payment or assumed obligation unless **Chubb** provides its prior written consent.

9.3 General Mitigation and Co-operation

Despite Extension 2.3 (Mitigation Costs and Expenses) of this **Policy**, the **Insured** must at its own expense take reasonable steps and precautions in doing things reasonably practicable to preserve and avoid or minimise any actual or potential **Freight Property Damage** or **Loss** and to avoid or minimise any actual or potential **Defence Costs** and **Legal Representation Expenses** under this **Policy**.

The **Insured** must maintain all premises and equipment including protective devices, in a sound and working condition. The **Insured** must comply with all applicable statutory obligations and regulations imposed by any authority for the safety of property, vehicles and third parties.

Each **Insured** must, at its own expense and on an ongoing basis, give **Chubb** and any investigators or legal representatives appointed by **Chubb** all information they reasonably require providing that it is within the **Insured's** power to provide such information, and full co-operation and assistance in the conduct of any investigation (including investigations for the purpose of enabling **Chubb** to determine its liability to provide an indemnity under this **Policy**), defence, settlement, avoidance or reduction of any actual or possible claim, **Claim, Investigation** or any suit or proceedings.

9.4 Disclosure of Information

Legal representatives appointed by **Chubb** to act on an **Insured's** behalf shall be entitled to disclose to **Chubb** any information obtained while so acting, except to the extent that such disclosure may result in any claim of legal professional privilege by the **Insured** in relation to that information being lost.

9.5 Disputes as to Defence & Settlement of Claims

If a dispute arises between **Chubb** and an **Insured** as to whether a claim for **Compensation** or a **Claim** under this **Policy** should be contested, neither **Chubb** nor the **Insured** will require the other to contest such claim or **Claim** unless a Queen's Counsel or Senior Counsel (to be mutually agreed) recommends that the claim should be contested. **Chubb** will brief the Queen's Counsel or Senior Counsel to advise, as an expert, on whether or not the claim should be contested and if not, on the amount for which the claim should be settled. In providing such advice and in making any recommendation as to settlement, the Queen's Counsel or Senior Counsel is entitled to take into

account both legal and commercial considerations. The Queen's Counsel or Senior Counsel must have regard to the damages and costs that are likely to be recovered, the **Defence Costs** that will be incurred in contesting such claim or **Claim** and the prospects of it being successfully defended. The costs of obtaining this recommendation will be paid by **Chubb**.

If the Queen's Counsel or Senior Counsel recommends that settlement of such claim for **Compensation** or **Claim** should be attempted, then settlement must be attempted as recommended.

Where settlement is attempted in accordance with the Queen's Counsel or Senior Counsel's recommendation but is unsuccessful, **Chubb** will continue to indemnify the **Insured** subject to the terms and conditions of this **Policy**.

If a settlement recommended by the Queen's Counsel or Senior Counsel is acceptable to the claimant, but the **Insured** refuses to consent to such settlement, **Chubb's** liability will be limited to the amount for which such claim for **Compensation** or **Claim** could have been settled, plus the **Defence Costs** or **Legal Representation Expenses** incurred up to the date the refusal to consent was made.

9.6 Subrogation

If any payment is made by **Chubb** in respect of **Freight Property Damage** or **Loss** under this Policy, **Chubb** will be subrogated to the **Insured's** rights of indemnity, contribution or recovery in relation to that payment. No **Insured** may surrender any right, or settle any claim for indemnity, contribution or recovery, without prior written consent of **Chubb**, such consent not to be unreasonable withheld or delayed.

Chubb will not exercise its rights of recovery under this Claims Condition 9.6 against another natural person insured, except where that **Insured** has committed, participated in or condoned a dishonest, fraudulent, malicious or criminal act or omission or where such natural person **Insured** is entitled to indemnity under any other insurance effected by them or on their behalf, but only to the extent of the indemnity granted by such other insurance policy.

Any recovery received shall be applied in accordance with s.67 of the *Insurance Contracts Act 1984* (Cth).

10. General Conditions Applicable to the Policy

10.1 Assignment

This **Policy** cannot be assigned and/or transferred without the prior written consent of **Chubb**.

10.2 Cancellation

- a) only the **Insured** set out in Item 3 of the **Schedule** may cancel this **Policy** by giving 30 days written notice to **Chubb**. If there are no matters notified to **Chubb** under this **Policy**, **Chubb** will allow a refund of unearned premium calculated on a pro rata basis.
- b) **Chubb** may cancel this **Policy** by written notice given to the **Insured** and in accordance with the requirements of the *Insurance Contracts Act (Cth) 1984*. If there are no claims made under this **Policy**, and no **Claims** or **Circumstances** were notified to **Chubb** under this **Policy**, **Chubb** will allow a refund of unearned premium calculated in proportion to the unexpired time on risk but such refund will never be greater than 75% of the premium.

10.3 Changes

Every change materially affecting the facts or **Circumstances** existing at the commencement of this **Policy**, or at any subsequent renewal date, must be notified to **Chubb** in writing immediately after such change comes to the notice of the **Insured's** officer responsible for insurance. Such changes include, but are not limited to, changes in the way that goods are transported, changes to the types of goods that are being transported or changes to the **Approved Contracts**.

10.4 Confidentiality

The **Insured** must not disclose the terms, the nature or the **Limit of Liability** or the premium payable under this **Policy**, to any third party, except where:

- a) **Chubb** provides written consent, such consent not to be unreasonably withheld or delayed; or

- b) disclosure is required by law.

10.5 Cross Liability

Each of the parties comprising the **Insured** is considered a separate legal entity and the word “**Insured**” applies to each party as if a separate policy had been issued to each of the said parties but nothing contained in this General Condition 10.5 will operate to increase **Chubb’s** liability under this **Policy**.

10.6 Deductible

The **Deductible** is payable by the **Insured** and applies to all amounts payable under this **Policy**. **Chubb’s** liability to indemnify the **Insured** under this **Policy** applies only in respect of the amount in excess of the **Deductible**.

10.7 Governing Law

This **Policy** is governed by, and interpreted in accordance with, the laws of the Commonwealth of Australia and the State or Territory of the office of **Chubb** from which the **Policy** was issued. Disputes relating to interpretation of this **Policy** must be submitted to the exclusive jurisdiction of the Court of that State or Territory.

10.8 GST

Where **Chubb** makes a payment under this **Policy**:

- a) the amount of the payment will be reduced by the amount of any input tax credit to which the **Insured** is or may, in the reasonable opinion of **Chubb**, be entitled to claim; and
- b) the **Insured** must inform **Chubb** of the extent of any entitlement to an input tax credit for the premium at or before the time a claim is made under this **Policy**.

If an **Insured** makes a claim under this **Policy**, it must inform **Chubb** of its Australian Business Number if it has one.

The amount of the applicable **Deductible** is calculated after deduction of the amount of any input tax credit that the **Insured** is or may, in the reasonable opinion of **Chubb**, be entitled to claim.

10.9 Limit of Liability

- a) The amount stated in Item 7(a) of the **Schedule** is the maximum amount **Chubb** will indemnify the **Insured** for in respect of all **Compensation for Freight Property Damage** and all other amounts payable by **Chubb** under Section A of this **Policy** arising out of any one **Occurrence** and in the aggregate.
- b) The amount stated in Item 7(d) of the **Schedule** is the maximum amount **Chubb** will indemnify the **Insured** for in respect of all **Loss** and all other amounts payable by **Chubb** under Section B of this **Policy** arising out of any one **Claim** and in the aggregate. For the purposes of this General Condition 10.9(b), where there are both **Claims** and **Investigations** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts**, these **Claims** and **Investigations** shall be regarded as one **Claim**.

10.10 Other Insurance

- a) If any **Freight Property Damage** or **Loss** or all other amounts payable by **Chubb** under this **Policy** is insured under any other policy (whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise) entered into by or effected on behalf of the **Insured**, or under which the **Insured** is a beneficiary, whether prior or current, then to the extent permitted by the *Insurance Contracts Act 1984* (Cth), this **Policy**, subject to its terms, exclusions and conditions, will only cover **Freight Property Damage** or **Loss** or other amounts payable by **Chubb** under this **Policy** to the extent that the amount is in excess of the amount of such other insurance.
- b) General Condition 10.9 (a) above does not apply to such other insurance that is written specifically as excess insurance over the **Limits of Liability** provided in this **Policy**.
- c) If the other insurance is insured or reinsured by **Chubb** or a **Chubb Affiliate**, and it covers **Compensation for Freight Property Damage** or **Loss** or all other amounts payable by **Chubb** under this **Policy**, the **Limits of Liability** under this **Policy** in respect of that **Freight Property Damage** or **Loss** or other amounts shall be reduced by any amount paid by **Chubb** or

of the **Chubb Affiliate**) under such other insurance in respect of the same **Freight Property Damage or Loss** or other amounts.

10.11 Policy Construction and Interpretation

In this **Policy**, unless the context otherwise requires:

- a) the singular includes the plural and vice versa; and
- b) headings are merely descriptive and not to aid interpretation; and
- c) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- d) references to an amount of money are references to that amount in Australian dollars unless otherwise provided; and
- e) bolded words used in this **Policy** have the meanings set out in Section 8 (Definitions).

10.12 Premium Adjustment

If the actual **Gross Freight Receipts** is higher than the estimated **Gross Freight Receipts** set out in Item 11 of the **Schedule**, the **Insured** shall report the difference to **Chubb** at the end of the **Period of Insurance** or as soon as practicable thereafter, and shall, within 30 days after providing such report to **Chubb**, pay to **Chubb** the **Adjustment Premium**.

10.13 Related Claims and Investigations

All **Claims** against one or more **Insured** and arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be one **Claim** and such **Claims** shall be deemed to be first made on the date the earliest of such **Claims** is first made.

All **Investigations** against one or more **Insured** and arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be one **Investigation** and such **Investigations** shall be deemed to be first commenced on the date the earliest of such **Investigation** is first commenced.

10.14 Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au

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