

Carriers Cargo Liability Insurance

Policy Wording



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Welcome to Zurich

About Zurich

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

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

Duty of Disclosure

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

You have this duty until we agree to insure *you*.

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

You do not need to tell us anything that:

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

If you do not tell us something

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

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

Our contract with you

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

This policy is made up of:

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

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

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

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

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

General Insurance Code of Practice

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

The objectives of the Code are:

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

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Complaints and Disputes Resolution process

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

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

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

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

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

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

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

Carriers Cargo Liability Insurance Policy Wording

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

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

1. The cover

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

When the cover applies

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

1.1 We insure *you* against *your* liability for:

1.1.1 physical loss of, or damage to, *goods*; and

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

1.2 Provided *you* have incorporated *your* standard terms and conditions into a contract of carriage as provided and agreed by us at inception of the policy, if *you* unintentionally fail to incorporate those approved standard terms and conditions into a contract of carriage, this policy will, nevertheless, insure *your* liability.

2. Conditions of cover

2.1 Conditions of insurance

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

2.2 Limits on cover

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

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

2.3.3 This policy does not provide insurance cover for *your* customers, principals, or *subcontractors*. We insure *you* if *you* subcontract the transportation of the *goods* or are acting as a *subcontractor* to a principal carrier. *You* are not authorised to provide any financial services on our behalf.

3. Extensions of cover

3.1 Legal costs

If an event insured against in either 1.1 or 1.2 occurs, in addition to the sum insured we will pay legal costs incurred with our written consent (not to be unreasonably withheld).

3.2 Removal of debris

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

4. Optional extension of cover

If shown in the *schedule*, the insurance provided by this policy also insures against the following event:

4.1 Subcontractors

This insurance is extended to cover the liability of *your subcontractors* with whom *you* contract to carry *goods* on *your* behalf as if the *subcontractor* were *you*.

5. Definitions

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

5.1 Communicable disease

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

- 5.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism, or any variation thereof, whether deemed living or not; and
- 5.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms; and
- 5.1.3 the disease, substance, or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of, or loss of use of property insured hereunder;

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

5.2 Death

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

5.3 Expropriation

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

5.4 Goods

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

We do not cover:

- 5.4.1 motor vehicles, caravans or watercraft, or heavy machinery;
- 5.4.2 *livestock*;
- 5.4.3 refrigerated/perishable *goods*;
- 5.4.4 *household and personal effects*, including used furniture; and
- 5.4.5 excluded goods (see Exclusion 6.1.5);

unless you have nominated gross freight earnings figures for the specific types of goods (i.e., not as general goods), and we have agreed to insure those goods, and they are specified in the *schedule*.

5.5 Insured, You, Your

you, your, insured means the insured as named in the *schedule* or as otherwise defined in the policy.

5.6 Livestock

livestock means sheep, cattle, goats, and pigs (herd animals) as specified in *your schedule* while in *your* care, custody, or control. *Livestock* does not include birds and bloodstock, exotic, stud, or prize animals, or other animals.

5.7 Nuclear or radioactive

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

5.8 Packaging

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

5.9 Period of insurance

period of insurance means the period of insurance stated in the *schedule*.

5.10 Radius of transit

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

5.11 Removal of debris

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

5.12 Schedule

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

5.13 Storage

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

5.14 Subcontractor

subcontractor means the person or company to whom *you* have given the *goods* for carriage.

5.15 Terrorism

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

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

5.15.2 putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological, or similar nature.

5.16 War or warlike activities

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

6. Exclusions

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

- 6.1 occurs:
 - 6.1.1 during *storage* at the election of, or on the instruction of, the owner of *goods*;
 - 6.1.2 because the conveying vehicle is driven by a person impaired by drugs or alcohol or whose blood alcohol concentration exceeds the legal limit or who refuses an appropriate test unless *you* did not know or could not reasonably have known of the driver's impaired condition;
 - 6.1.3 to *goods* that are owned, operated, hired, or leased by *you*;
 - 6.1.4 to *goods* while undergoing installation by *you*; or
 - 6.1.5 to excluded *goods*, which include:
 - a. bullion, precious stones, cash or securities, negotiable instruments, precious metal objects, precious gemstones, precious jewellery, valuable works of art;
 - b. animals other than *livestock*;
 - c. live plants or trees;
 - d. project cargo, including but not limited to windfarm components;
 - e. aircraft, helicopters, missiles and like cargo;
 - f. watercraft;
 - g. houses;
 - h. cigarettes or other tobacco-based products valued at wholesale for more than \$50,000. Should a claim be accepted for theft, pilferage, or non-delivery of such cargo valued at less than \$50,000, then a \$2,500 theft Excess applies, unless a higher excess would otherwise apply; and
 - i. alcohol valued at wholesale for more than \$50,000. Should a claim be accepted for theft, pilferage or non-delivery of such cargo valued at less than \$50,000, then a \$2,500 theft Excess applies, unless a higher excess would otherwise apply,unless declared by *you* and accepted by us and specified in *your* policy *schedule*.
- 6.2 or arises from:
 - 6.2.1 intentional loss or damage by *you* or *your subcontractors*;
 - 6.2.2 *war or warlike activities*;
 - 6.2.3 *expropriation*;
 - 6.2.4 anything *nuclear or radioactive*;
 - 6.2.5 any chemical, biological, bio-chemical, or electromagnetic weapon;
 - 6.2.6 *terrorism*; or
 - 6.2.7 fines, penalties, or punitive damages.
- 6.3 Notwithstanding anything contained anywhere in this policy to the contrary, *you* are not insured for any losses, damages, or liabilities in accordance with the exclusion clauses below:
 - 6.3.1 Communicable disease

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

6.3.2 Cyber risk

This policy excludes any loss, damage, liability, or expense directly or indirectly caused by, contributed to, by, or arising from:

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

6.3.3 Information technology hazards

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

- a. theft of equipment;
- b. collision;
- c. sinking, grounding, or stranding of the carrying vessel;
- d. overturning or derailment of land conveyance;
- e. jettison or washing overboard;
- f. fire, lightning, explosion;
- g. aircraft or vehicle impact;
- h. falling objects;
- i. windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

6.3.4 Rejection

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

7. Claims conditions

7.1 Claims procedure

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

- 7.1.1 If the event involves theft, or an accident has occurred involving a vehicle owned or operated by *you* or *your subcontractors* and another vehicle, *you* must notify the police as soon as possible and keep a record of the police event number.
- 7.1.2 *You*, or any anyone else entitled to make a claim under this policy, must not admit liability or pay or offer to pay any claim without our written consent. *You* must deny liability in writing if entitled to do so in accordance with the terms and conditions of carriage for any claim made on *you*.
- 7.1.3 *You* must notify us as soon as reasonably practicable of what has happened, send us as much detail as is available to *you* of the event, forward any letters or documents giving notice of a claim to be made on *you*, together with a copy of *your* written denial of liability (if *you* are entitled to do so) within 30 days.
- 7.1.4 *You* must not authorise any repairs to the *goods* without our consent (which will not to be unreasonably withheld).

7.2 Claims settlement

In the event of a claim, we shall consult with *you* and take into account *your* interests regarding the option of settling the loss by payment, repair, reinstatement, or replacement, but *you* agree that Zurich will have ultimate discretion in the settlement of any claim.

7.2.1 Goods and Services Tax

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

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

7.2.2 Foreign currency invoice

If the amount of a claim is to be calculated based on an invoice in a currency other than Australian dollars, the claim will be paid in Australian dollars at the rate of exchange current at the date the loss or damage occurred.

7.3 Excess

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

7.4 Other insurance

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

7.5 Rights of subrogation

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

8. General conditions

8.1 Applicable legislation

To the extent that this policy covers risks governed by the Insurance Contracts Act 1984 (Cth), nothing in it intends to reduce or waive either *your* or our privileges, rights or remedies available under that legislation.

If *you* fail to comply with a provision of this policy requiring compliance, including the claims conditions and general conditions, we may be able to:

- (a) refuse a claim;
- (b) reduce our liability to pay a claim by an amount that fairly represents the extent to which our interests are prejudiced by the failure to comply; or
- (c) cancel the policy.

8.2 Cancellation

- 8.2.1 *You* may cancel this policy at any time by notifying us in writing.
- 8.2.2 We may cancel this policy by giving *you* 30 days' notice in writing. However, we may only do so in the circumstances set out in section 60 of the Insurance Contracts Act 1984 (Cth).
- 8.2.3 Within 30 days of the effective date of cancellation *you* must advise us of the actual gross freight earnings for the period the policy has been in force to enable us to calculate the premium due for this period. The difference between this premium and the deposit premium will either be paid by *you* or refunded to *you* but subject to retention by us of reasonable reinsurance, administration and cancellation costs incurred by us as well any tax or duty paid or owing for which we are unable to obtain a refund.

8.3 Conduct of claims

We are entitled to:

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

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

8.4 Deposit premium

You must pay us the deposit premium stated in the *schedule*. This is based on estimated gross freight earnings for the *period of insurance* provided by *you* and *you* must keep accurate records of the equivalent actual gross freight earnings. A statement of these actual gross freight earnings (audited if requested) must be given to us within one month after the end of the *period of insurance for the purpose of calculating any applicable premium adjustment*.

8.5 Change in Risk

You must notify us as soon as reasonably possible of any change which materially increases the risk covered by this policy, including:

A material change includes, but is not limited to:

- (a) activities that are materially different from those declared to us at inception of the policy;
- (b) activities outside the normal activities of the business;
- (c) any loss of or condition imposed upon any licence or other authority required by *you* to conduct the business;
- (d) *you* being insolvent or bankrupt, or placed into external administration;
- (e) to *your* standard terms and conditions (that was originally approved by us).

We reserve the right to assess any such change, and may accept or deny coverage and/or vary the terms of coverage for any increased risk the change poses. If We and *You* agree to accept or vary the terms of coverage, *You* must pay such reasonable additional premium as We may require for any such coverage.

8.6 Interpretation

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

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

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

8.7 Premium and adjustments

We will adjust the premium proportionally at the end of that period on the basis of *your* actual gross freight earnings.

- 8.7.1 If the adjusted premium is higher than the deposit premium stated in the *schedule you*, must pay us the difference unless the deposit premium is less than \$25,000 and the variation between the estimated gross freight earnings and actual gross freight earnings for the period is less than 10 per cent when no difference in premium is payable.
- 8.7.2 If the adjusted premium is lower than the premium stated in the *schedule*, we must pay the difference to *you*. However, we reserve the right to retain the reasonable administration and reinsurance costs incurred by us as well any tax or duty paid or owing for which we are unable to obtain a refund.

8.8 Proper law and jurisdiction

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

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

8.9 Reasonable care

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

8.10 Third Parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

8.11 Trade and Economic Sanctions

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

8.12 Transfer

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

8.13 Variation to normal conditions of carriage

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

Zurich Australian Insurance Limited

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