



QBE Insurance (Australia) Limited

# Marine Cargo Policy

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## Welcome to QBE Insurance and thank you for trusting us with your insurance.

QBE has been committed to New Zealand and its commerce since 1888. We are Australasia's largest international insurance and reinsurance group and have specialist staff operating all over the globe, providing insurance to clients in over 140 countries. Our standing in the insurance marketplace has been achieved through consistent delivery of quality service to both our brokers and policyholders.

This is your Marine Cargo Policy document, which should be read in conjunction with your Policy Schedule. Together, they form your contract of insurance and tell you what you are, and are not, insured for.

We want your experience with QBE Insurance to be the best. To allow us to make your claims experience fast and easy, it is important that you provide us with all the information that could influence our decision about your insurance. You need to tell either QBE or your broker about facts known to you as well as those facts you become aware of, which you could have been reasonably expected to know about. If you are in any doubt as to whether or not a fact may be material to your insurance, you can discuss this with QBE or your broker who will guide you.

By not telling us something that it was your duty to tell us it may mean that your claim may not be accepted or an entitlement under the policy could be reduced.

If you need help understanding any aspect of your insurance cover, please contact your insurance broker.

## Marine Cargo Policy

In consideration of payment of the premium QBE Insurance (Australia) Limited ('QBE') do hereby bind themselves to insure in accordance with the terms and conditions contained herein or endorsed hereon for proportions in the amount and the premium stated in the Policy Schedule.

### Common conditions

#### Accumulation clause

If, at the time of any loss of or damage to the Goods Insured while in normal transit, it is found that there is accumulation of Goods Insured in any one location or on any one conveyance to a value in excess of the Limit of Liability of the Policy, it is agreed to extend the Limit of Liability to this excess amount provided that the accumulation of Goods Insured occurred for reasons beyond the control of the Insured subject to immediate notification being given to QBE of any accumulation of Goods Insured beyond the Limit of Liability as soon as the Insured becomes aware of it. In any event the maximum amount QBE will pay under this Policy is NZD 5,000,000.

#### Acquired companies clause

This Policy extends to include any company, subsidiary company or firm formed, purchased or otherwise acquired by the Insured during the Period of Insurance. Provided that the Insured shall:

- (a) hold a controlling interest in such company or firm;
- (b) advise QBE of its interest in such company or firm not later than 30 days from the acquisition of such interest;
- (c) declare to QBE the turnover or value of sendings, type of goods to be insured and past claims, then to pay such additional premium as may be required by QBE.

#### Additional expenses

In the event of loss or damage to the Goods Insured, this Policy extends to cover, up to a limit of NZD 10,000 any one event:

- (a) all reasonable costs incurred for the purpose of substantiating any claim for rebate of duty or sales tax (or both); and
- (b) all reasonable costs incurred in preparing or obtaining documentation in support of any claim.

#### Brands and labels clause

Branded property, goods and/or merchandise shall not be disposed of by sale without the agreement of the Insured and without first removing any brands, labels or name therefrom. If the property, goods or merchandise are not disposed of by sale then the value thereof will be agreed between the Insured and QBE and taken into consideration at the settlement of the loss.

In case of damage from perils insured against affecting labels and/or packaging only, the Policy shall include the cost of reconditioning and/or the cost of new labels and/or the cost of relabelling and/or the cost of new packaging and/or the cost of repackaging including air freight of labels when deemed necessary by the Insured.

#### Cancellation clause

The cover is subject to cancellation by either side provided:

- 30 days notice shall be given in respect of Marine and Transit Risks;
- seven days notice shall be given in respect of Institute War and Institute Strikes Risks; and
- 48 hours notice shall be given in respect of Institute Strikes Risks on sendings to and from the USA.

Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted before the cancellation becomes effective.

#### Cargo certificate clause

When QBE supplies Cargo Certificates to the Insured, such action authorises the Insured to utilise such Cargo Certificates to provide evidence of insurance to third parties, subject to the following restrictions:

1. Cargo Certificates may be used only in connection with shipments to which this Policy attaches.
2. Terms, conditions, and values entered upon a Cargo Certificate by the Insured must conform to Policy terms applicable to the shipment for which the Cargo Certificate is utilised unless QBE's written agreement to other terms is obtained.
3. Copies of all Cargo Certificates utilised by the Insured must be sent to QBE promptly upon issuance.
4. In the event a Cargo Certificate is spoiled or voided, the original and any duplicate are to be returned to QBE.

By utilising a Cargo Certificate, the Insured agrees to reimburse QBE, if by reason of any omission or insertions made by the Insured or their authorised representative upon such Cargo Certificates, QBE is obligated to pay a claim not covered by this Policy or an amount in excess of what this Policy undertakes to pay.

## Cargo termination of transit clause (Terrorism)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the Goods Insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the Goods Insured being in the ordinary course of transit and, in any event, shall terminate:

either

- 1.1 as per the transit clauses contained within the Policy;

or

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance;
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- 1.4 when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit;

or

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the Goods Insured from the overseas vessel at the final port of discharge;
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the Goods Insured from the aircraft at the final place of discharge, whichever shall first occur.

2. If this Policy or the clauses referred to herein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

## Communicable Disease Exclusion (Cargo) JC2020-011

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1 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
  - 2.2 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
  - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## Consequential loss/delay exclusion clause

This Policy does not cover loss of market, delay or consequential loss of any description.

## Container liability clause

This Policy is extended to cover loss of or damage to shipping containers while carrying goods and while in transit to the extent that the Insured is legally liable to pay for any physical loss of or damage to the container/s, up to a limit of NZD 25,000 any one claim or series of claims arising from any one event.

## Current clauses

All Institute Clauses are subject to those current at the time of sailing/departure.

## Deck cargo clause

Goods Insured carried in approved ISO containers of solid wall and roof construction on the deck of any vessel or craft are to be covered in the same manner and to the same extent as if the Goods Insured were shipped below deck. In no case shall this insurance cover loss damage or expense caused by water from any source and in any form when the Goods Insured are carried on the deck of a vessel or craft and are not packed in fully enclosed ISO containers of solid wall and roof construction.

## Declaration of insured value clause

The deposit premium required by QBE at the inception of each Period of Insurance is based on estimated figures provided by the Insured. For the purpose of ascertaining any adjustment to this premium the Insured must provide, within one month from the expiry of each Period of Insurance, actual figures in accordance with the agreed rating factor(s) set out in QBE's declaration form.

The Insured is required and hereby agrees to keep accurate records of all such figures and, on request, to provide QBE with an audited copy of these records.

In the event that QBE requests an audited copy of these records and the same is not available then QBE, at its discretion, may appoint an auditor and the Insured agrees to provide full co-operation to the auditor. The fees for such an audit are payable by QBE but where an audit reveals misrepresentation of the required figures, whether or not the misrepresentation is innocent, the Insured will reimburse QBE such fees.

## Deductible clause

The Insured shall be responsible for the amount specified as the Deductible in the Policy Schedule in respect of any claim under this Policy.

## Delayed unpacking clause (applicable only where the final destination is within New Zealand)

It is agreed that where packages are not opened on arrival any concealed loss or damage caused by a peril insured under this Policy which may become evident when the Goods Insured are unpacked shall be recoverable under this Policy provided that:

1. packages are opened and the contents inspected within a period of 90 days from the time the goods enter the warehouse or place of storage at the destination named in the Policy; and
2. the packages show no outward signs of loss or damage at the time of entry into the above warehouse or place of storage.

In no case shall this cover extend to include any loss, damage or expense to such interest occurring after arrival at the warehouse or place of storage at destination.

In the event of loss or damage, all packaging materials must be retained by the Insured until such time as QBE authorises disposal.

## Deliberate damage – pollution hazard

While the Goods Insured are on board any watercraft, this Policy insures them against loss or damage caused by any government or other authority acting for the public welfare to prevent or mitigate a pollution hazard or threat of a pollution hazard. However, this clause will not operate unless loss or damage to the Goods Insured as a direct result of the pollution would have resulted in a claim under this Policy.

## Difference in coverage

When the Goods Insured are purchased on 'Cost, Insurance and Freight' or similar terms this Policy will insure:

- (a) such interest where no insurance has been arranged by the seller or their agents; or
- (b) the difference in the policy conditions of the insurances arranged by the seller or their agents and the insurance provided by this Policy.

Always provided such omission to arrange insurance or difference in the policy conditions has arisen from fault or neglect of the seller or their agents to comply with the instructions of the Insured.

Goods Insured coming within the terms of this extension shall be valued and declared in accordance with the policy conditions and premium shall be payable at full policy rates (or rates to be agreed).

Claims that are recoverable under this clause are subject to the following provisions:

- The Insured shall protect and pursue all legally enforceable means to first recover the full amount of the loss or damage from the seller in accordance with the terms of purchase before calling on this Policy for payment.
- The Insured shall cede to QBE all rights and remedies in respect of any recourse the Insured may have for such loss or damage.
- The Insured agrees to co-operate in all respects of recovery.

Warranted the existence of this clause shall not be disclosed to the seller or any other interested party.

## Duty clause (this clause applies to imports only)

This Policy also covers, subject to the same terms and conditions as stated in the Policy Schedule, the increased value consequent upon payment of duty at destination on the subject matter insured.

Warranted free of claim:

- (a) Total loss of whole or part of cargo prior to the duty becoming payable.
- (b) For General Average.
- (c) In respect of duty waived by Customs Authorities at destination on shipments arriving damaged by a peril covered under this Policy.
- (d) In cases where no duty or landing charges are paid.
- (e) Salvage and/or salvage charges arising from any casualty occurring prior to the duty becoming payable.

In ascertaining the amount of the claim recoverable hereunder credit shall be given for any rebate or refund of duty which may become allowable.

Warranted that the Insured must attempt, in writing, to recover the duty from the Customs Department in the first instance.

## Errors and omissions clause

In the event of an error or omission in making any declaration hereunder, it is hereby agreed that such goods which ought to have been declared shall automatically be covered by this Policy provided such error or omission shall be advised to QBE immediately upon same coming to the knowledge of the Insured.

## Expediting expenses

This Policy extends to cover the reasonable charges and/or expenses incurred where there is loss, damage, general average, salvage and/or special charges which are, or will be, the subject of a claim under this Policy, and the Insured considers it necessary to forward replacements or replacements parts by means other than means by which the original shipment was dispatched. Any such claim submitted under this clause for reasonable expediting costs so involved are payable in addition to the underlying claim up to a limit of NZD 50,000.

## Fumigation

This Policy extends to cover the charges and/or expenses necessarily incurred should the Goods Insured on arrival at port of destination and because of infestation or suspected infestation be ordered by the appropriate authority to be fumigated and/or quarantined. Upon issuance of such order, the following costs, charges and expenses necessarily incurred are payable under the Policy (up to a limit of NZD 50,000 any one claim or series of claims arising from any one event):

- Cost of actual fumigation and/or quarantine and charges relating thereto.
- Additional costs incurred by way of cartage to and/or from fumigation and/or quarantine.

Provided however that this extension does not extend to include fumigation and/or quarantine charges and expenses which are mandatory for particular commodities or interests under government Quarantine Regulations or other similar regulations.

## General average and salvage clause

If the Goods Insured are being transported by sea and a General Average is declared, this Policy extends to cover the full costs of the General Average and/or salvage contribution irrespective of the amount insured being less than the contributory value.

## Geographical clause

This Policy does not extend to include international transits to or from ocean ports or international airports and internal transits within the following countries and territories: Afghanistan, Algeria, Belarus, Bolivia, Burundi, Cameroon, Central African Republic, Chad, Cote d'Ivoire (Ivory Coast), Democratic Republic of Congo, Republic of Congo, Crimea, Cuba, Eritrea, Ethiopia, Georgia, Guatemala, Guinea, Guinea-Bissau, Republic of Guinea, Haiti, Iran, Iraq, Israel and the Palestinian Authority, Kenya, Lebanon, Liberia, Libya, Madagascar, Mali, Moldova, Myanmar (Burma), Nepal, Nicaragua, Niger, Nigeria, North Korea, Russia (including the North Caucasus region), Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tunisia, Turkey, Venezuela, Republic of Yemen, Ukraine (including: Crimea, Sevastopol, Donetsk, Luhansk), Former Yugoslavia (including: Bosnia, Herzegovina, Serbia, Montenegro), Zimbabwe.

Further, this Policy does not extend to include transits to and from ports and places within the following countries and territories: Azerbaijan, Bangladesh, Burkina Faso, Columbia, Ecuador, Indonesia, Jordan, Mexico (but not excluding transits by air), Pakistan, Peru, Saudi Arabia, Sri Lanka, India (Kashmir region), Uganda.

## Goods and services tax

Provided that Goods and Services Tax (GST) is recoverable by QBE:

- any limit of QBE's liability expressed in this Policy is exclusive of GST to the intent that, in the event of a claim, QBE will pay a maximum of that limit plus GST to a maximum of the current rate of GST applied to that limit; or
- if no limit is expressed, QBE will pay the amount of the claim plus GST at the current rate.

## ISM cargo endorsement

In no case shall this Policy cover loss, damage or expense where the Goods Insured are carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Goods Insured on board the vessel, the Insured was aware, or in the ordinary course of business should have been aware:

- either that such vessel was not certified in accordance with the ISM Code; or
- that a current Document of Compliance was not held by the owners or operators,

as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Goods Insured in good faith under a binding contract.



## Insolvency exclusion clause

The 'Insolvency or Financial Default' exclusions contained in the Institute of London Underwriters clauses attaching to this Policy are deleted and substituted with the following:

In no case shall this insurance cover loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of loading of the Goods Insured on board the vessel, the Insured are aware, or in the ordinary course of their business should be aware, that such insolvency or financial default could prevent the normal procession of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

## Jurisdiction for disputes

Notwithstanding anything contained within any of the Institute Clauses, all disputes arising out of or under this Policy shall be subject to New Zealand Law and determined by any court of competent jurisdiction within New Zealand. This Policy is subject to the provisions of the Marine Insurance Act 1908.

## Marine Cyber Endorsement – LMA5403

1. Subject only to paragraph 3 below, in no case shall this insurance 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 to which this clause attaches, 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 clause is endorsed on policies covering 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 1 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.

## Mechanical and/or Electrical derangement clause

This Policy excludes loss or damage to goods caused by electronic, electrical or mechanical failure where there is no external visible evidence of damage from an insured event.

## Other insurance clause

Notwithstanding anything contained herein to the contrary this Policy excludes all loss or damage which at the time of the happening of such loss or damage is insured or would but for the existence of this Policy be insured by any other policy or policies arranged by the Insured or any other party except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## Over carried clause

Should any Goods Insured be over-carried, this Policy extends to cover such Goods Insured until return to port of destination, subject to any additional premium as may be required.

## Pairs and sets clause

Where any item is part of a pair or set, this Policy will only pay for the part of the pair or set which is lost or destroyed even if it cannot be replaced with a matching item. The insured value of the goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace each of the items making up the pair or set.

## Removal of debris and clean up clause

In the event of loss and/or damage by an insured peril to the Goods Insured and notwithstanding QBE's liability to pay a total loss, it is agreed the cover provided by this Policy extends to include:

- (a) the reasonable costs and expenses incurred in cleaning up or decontaminating your premises following the delivery or return of salvaged goods, plus the cost of transport and disposal costs to remove those goods, up to a limit of NZD 50,000 any one accident or series of accidents arising from any one event;
- (b) clean up and disposal costs at any accident site, (excepting any liability, cost, expense, fine or penalty in respect of pollution, contamination or pollution clean up), where you are legally or contractually obliged to pay those costs to a limit of NZD 50,000 any one accident or series of accidents arising from any one insured event.

## Replacement clause – second-hand machinery

Where there is a claim for loss or damage to any part or parts of a second-hand or used machine caused by an insured event, QBE will not pay more than a proportion of the cost of replacing or repairing the part or parts lost or damaged. This proportion will be calculated by comparing the insured value of the machine with the value of a new machine, plus charges for forwarding and refitting if incurred.

QBE will not pay for more than the insured value of the complete machine.

## Returned shipments

This Policy is extended to any goods returned for repair, recalibration, replacement or refund, inwards or outwards, where the Insured is responsible for insuring the goods in transit, or has assumed that responsibility prior to any loss or damage to the goods being reported to the Insured.

## Rust/Oxidisation/Discolouration exclusion clause

This Policy specifically excludes claims for loss or damage to the goods due to rust, oxidisation and/or discolouration unless caused by an insured event.

## Sanction limitation and exclusion clause

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed that this policy does not insure any loss or provide any benefit under this policy where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of any country.

## Seller's interest clause

This Policy covers the interest of the Insured as seller of goods in respect of those consignments sold on 'Free on Board' and 'Cost and Freight' terms dispatched on or after the commencement date stated in the Policy Schedule.

Cover will attach retrospective to the commencement of the transit if one or more of the following contingencies occurs:

1. The buyer fails or refuses to accept the shipping documents; or
2. The buyer fails or refuses to accept the goods where such failure or refusal arises:
  - (a) from or in connection with any error or omission on the part of the Insured with respect to the contract of sale; or
  - (b) from the failure or the inability of the buyer to obtain authority to import the Goods Insured.
3. The Insured exercises a lien on the Goods Insured, or interrupts the transit, or suspends the sale contract while the Goods Insured are in transit, when this is reasonable to safeguard his interests;
4. An accident or happening occurs causing loss of or damage to the Goods Insured, and:
  - (a) the buyer refuses to make settlement of its value to the Insured; or
  - (b) the buyer refuses to pay for the Goods Insured on the grounds that it has been lost or damaged prior to completion of sale formalities, and total payment is not made and no other insurance exists.

The Insured must use all reasonable and usual care, skill and forethought and take all practical measures, including measures which may be required by QBE to prevent or minimise loss and to enforce the contract of sale.

All rights and benefits against the buyer or the buyer's underwriter or carrier(s) or other persons are to be subrogated to QBE.

The Insured must advise QBE immediately of the occurrence of any of the contingencies listed above.

This Policy does not cover losses arising from delay or deviation as a result of any of the contingencies listed above. This Policy and any money payable under it are not assignable without the consent of QBE.

Claims in respect of loss or damage to the Goods Insured shall be payable hereunder only if and to the extent that the buyer fails to pay for such loss or damaged goods.

Warranted that the existence of this insurance is not declared to buyers.

The terms of this insurance do not cover any financial loss resulting from non-payment or non-acceptance of the documents of title by the consignee but do cover physical loss or damage to the Goods Insured subject to the terms and conditions of this Policy.

## Shelf life deterioration exclusion clause

Notwithstanding anything contained herein to the contrary, it is understood and agreed that QBE shall not be liable for loss, damage or deterioration in consequence of, resulting from and/or attributable to the process of maturing and/or aging unless the loss, damage or deterioration is directly caused by other circumstances or events for which indemnity is otherwise provided within the policy terms and conditions.

## Strikes and riots diversion clause

This Policy is extended to indemnify the Insured for any additional expenses incurred when any carrier over-carries or discharges the Goods Insured at a place other than the intended destination due to strikes, riots, civil commotions, lockouts or other labour disturbances. Indemnity under this provision is limited to NZD 50,000 in respect of the aggregate of all claims arising from or in consequence of the same original cause or event in the one location. This clause is solely for the benefit of the Insured specifically named in the Policy Schedule and shall not inure to the benefit of any other party.

## War and strikes variation clause

The premium and rates quoted/charged are inclusive of the war and strikes rates charged by QBE as at the attachment date of the Policy.

As war and strikes exposures may vary during the currency of the Policy, QBE reserves the right to vary the war and strikes rate at any time by giving the Insured (or their broker or agent or representative) seven days notice in writing of any such variation.

Any variation in premium will be calculated by deducting the rate charged at the commencement of the Policy from the new rate and applying the difference to the exposed turnover. The method of payment for any difference in premium will be advised as part of the notice to amended war and strikes rates.

Nothing contained herein shall vary the cancellation provisions of this Policy.

## Claims clause

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

### Immediate action

- take all reasonable steps to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by QBE);
- inform the Police as soon as possible after a theft is discovered;
- retain all packaging and damaged goods for later inspection if required;
- take photographs where possible which can later be used to support any claim on this Policy.

### Notification

- inform QBE of the event as soon as possible;
- submit to QBE full written details as soon as possible;
- send to QBE all correspondence and documents relating to the event;
- provide or arrange for QBE to be provided with invoices, statements and other documents evidencing the amount of the loss.

### When other parties may be liable

When other parties may be liable to the Insured for loss, damage or liability, the Insured must:

- not agree to release those parties from liability;
- hold the parties liable by delivering a notice of intention to claim;
- in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition;
- when delivery is made by container, ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with the seals broken or missing or with seals other than those stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification;
- if the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery;
- inform QBE of the circumstances and give us a copy of all the relevant documents.

QBE may exercise all the Insured's legal rights relating to the damage. QBE may prosecute or defend any legal proceedings in the Insured's name and have full discretion in the exercise of the Insured's legal rights.

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

## Claims documentation

To enable claims to be dealt with promptly, the Insured is required to submit all available supporting documents without delay, including, where applicable:

- original Policy or Cargo Certificate of Insurance;
- original contract of carriage, consignment note or other contract of carriage;
- original or copy shipping invoices, shipping specifications, weight notes, or sales invoice or other document evidencing value;
- survey report or other documentary evidence to show the extent of the loss or damage;
- delivery docket and weight notes at final destination;
- correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

If the Insured fails to follow the claims procedures or provide the documentation requested they may prejudice or delay settlement of any claim they have under this Policy.

