



NOTICE OF CHANGE

Carriers Cargo Insurance Policy

There have been changes to Your expiring Policy which are listed below. The table lists the variations to Your prior Cover. You should understand these changes before you renew Your Policy.

Note: We have also improved the structure and wording of some of the clauses within this Policy to make it easier to read and where they have not altered Your Cover We have not listed them below.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
DEFINITIONS			
Improvement	Collision	Your previous Policy defined Collision.	This Policy has the same definition but includes jack-knifing.
Clarity	Consequential Loss	Your previous Policy defined Consequential Loss.	This Policy has the same definition but clarified loss of profit to mean loss of net profit.
Improvement	Conveyance	Your previous Policy defined Conveyance.	This Policy has the same definition but now includes equipment used to load or unload Cargo.
Clarity	Dangerous Goods	Your previous Policy defined Dangerous Goods.	This Policy has the same definition but refers to the Australian Code for the Transport of Dangerous goods by Road & Rail.
Clarity	Deliberate Third Party Act	Your previous Policy defined Deliberate Third Party Act.	This Policy has the same definition but the exclusion for a deliberate act committed by Your Subcontractor is now replaced by an exclusion for deliberate act by others engaged by You to transport Cargo.
Clarity	Fire	Your previous Policy defined Fire.	This Policy clarifies that Fire means the rapid oxidation of a material in the chemical process of combustion, releasing heat, may include light, flame, various reaction products and/or smoke. This may include non-oxidation fire.
Clarity	Livestock	Your previous Policy defined Livestock which excluded Bloodstock and other horses, Breeding, Stud or prize animals.	This Policy defines Livestock in the same way but clarifies that Livestock excludes Bloodstock and other horses, Stud Stock or prize animals.
Clarity	Mobile Plant	Your previous Policy defined Motor vehicle but did not refer to mobile plant.	This Policy defines Mobile Plant as: a. backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or b. non-motorised machine or implement. and is not a Motor Vehicle.
Clarity	Pollution	Your previous policy referred to pollution but did not define that term	This Policy defines Pollution as the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants or contaminants arising from dangerous goods, into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater).
Improvement	Standard Trading Conditions	Your previous Policy defined Standard trading Conditions.	This definition is deleted from this Policy as the term is no longer used in the Policy.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
Restriction/ Clarity	Stud Stock	Your previous Policy defined Breeding Stock.	This definition has been deleted and replaced with Stud Stock which means male animals of a particular breed, strain or stock within a species used for the continuance of improvement of a breeding line, including but not limited to bulls, rams, bucks and hogs.
Clarity	Transit	Your previous Policy defined Transit for Motor Vehicles/ Mobile Machinery.	This Policy has a similar definition for Transit which has been extended and clarified to cover Motor Vehicles/ Mobile Plant/ Caravans/ Trailered Boats. The definition also clarifies that any temporary storage cover provided is unchanged but must be incidental to Transit.
THE COVER			
Restriction	Cover Option 3 removed	Your previous Policy included 3 cover options.	This Policy has deleted the cover for Carrier's Cargo Legal Liability Cover Option 3. However Cover Option 1 Accidental Damage provides an improved automatic benefit for Carrier's Cargo Legal Liability.
Clarity	Accidental Damage – Cover Option 1 and Insured Perils – Cover Option 2	Your previous Policy covered physical loss or damage to Cargo in Transit caused by, or in the custody or control of, You or Your Subcontractors.	This Policy clarifies the cover is for physical loss or damage to Cargo in Transit, without referencing You or Your subcontractors. Note Additional Benefits cover for 'Others Acting on Your behalf' further below.
Clarity	Refrigeration, Temperature Controlled or Perishable Cargo	Your previous Policy provided some Cover options for temperature variation from malfunction, selection of wrong temperature or failure turn on refrigeration power but excluded Cover if You have failed to maintain Your refrigeration machinery.	This Policy clarifies that We will not cover Your failure to reasonably maintain your refrigeration machinery according to manufacturers guidelines that causes or contributes to loss, damage or deterioration of the Cargo.
Improvement	Additional benefit Carrier's Cargo legal liability (Accidental Damage – Cover Option 1)	Your previous Policy under Cover Option 1 included an additional benefit for Carrier's Cargo legal liability cover subject to conditions in relation to Your standard trading conditions.	This Policy's additional benefit of Carrier's Cargo Legal Liability Cover does not contain conditions in relation to Your standard trading conditions. This benefit and the application of legal defence cover will be subject to Your legal liability.
Clarity	Transport by Sea (Cover Option 1&2)	Your previous Policy referred to cover where the Cargo was transported by sea between Australian ports.	This Policy provides the same Cover but has been clarified and extended to also include the Cargo loss or damage from stranding or Collision of the vessel with any object other than water.
Restriction/ Clarity	Optional Extension: Nominated Special Contracts Insurance (Accidental Damage) under Cover Option 2 Insured Perils 2	Your previous policy included an optional cover extension for Nominated Special Contracts Insurance – Accidental Damage	This Policy has deleted the cover extension. Accidental damage cover should be arranged under Accidental Damage – Cover Option 1
ADDITIONAL BENEFITS			
Improvement	Cargo Consequential Loss	Your previous Policy included an optional extension of cover for cargo consequential loss and legal costs, subject to payment of an additional premium.	This Policy includes an additional benefit for liability to pay Cargo Consequential loss to the owner of the Cargo up to \$100,000 per event and \$200,000 for all claims occurring during the Period of Insurance. No additional premium is payable unless higher Sum insured Amounts are required.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
Improvement	Onforwarding Costs	Your previous Policy allowed costs to complete carriage of cargo to the destination named in the consignment note.	This Policy has included the additional benefit to allow for other destinations requested by the cargo owner.
Restriction/Clarity	Others Acting on Your behalf (formerly Subcontractor Indemnity)	Your previous Policy allowed some cover for subcontractors subject to certain conditions	This Policy has deleted the "Subcontractor Indemnity" and replaced it with Cover for "Others Acting on Your behalf". If We accept a claim for loss or damage to the Cargo under Cover Option 1 or 2, then We will also Cover You: a. if You subcontract the transportation of the Cargo to others who act on Your behalf; and / or b. for Your vicarious liability for the actions or omissions of others acting on Your behalf that results in loss or damage to Cargo. We reserve the right of subrogation against any Subcontractor or others acting on Your behalf (excluding Your employees) who may be responsible for causing loss or damage to Cargo.
Improvement	Mustering/Agistment	Your previous Policy provided cover for reasonable mustering and agistment up to \$1,000 per animal or \$50,000 for any one event.	This Policy has increased the same cover up to \$1,500 per animal.
Improvement	Acquired company clause	Your previous Policy allowed automatic cover for acquired companies subject to notification to Us within 60 days and payment of an additional premium.	This Policy has the same cover but the 60 day notification requirement has been replaced with a reasonable time frame within the Period of Insurance.
Clarity	Fumigation, Quarantine and /or decontamination expenses clause	Your previous Policy included this cover	This Policy provides the same amount of cover but has clarified that the cover only responds to an order from the relevant quarantine authority of the country where the Cargo will be unloaded but excludes any such costs that are mandated pre-transit.
HOW WE WILL SETTLE YOUR CLAIM			
Clarity	We will pay You or the Owner of the Cargo	Your previous Policy provided that we will pay the Your Customer (or other party as directed by the Customer)	This Policy has clarified that we will pay You or the owner of the lost or damaged cargo (if directed by You).
Improvement	No Invoice	Your previous policy stated that if there is no invoice to support value of the Cargo, then We will pay You the cost of replacing the Cargo with similar goods of the same age and condition.	This Policy has the same cover but has included an allowance to determine the value of the Cargo by a pre accident valuation of the cargo based on a report by a qualified valuer.
EXCLUSIONS TO THIS POLICY			
Restriction/Clarity	Pollution	Your previous Policy did not exclude Pollution.	This Policy excludes Pollution, as defined.
Improvement	Insufficiency of packing	Your previous Policy excluded cover resulting from insufficiency of packing.	This Policy excludes insufficiency of packaging or preparation of the Cargo unless the method of packing or preparation of the Goods occurred without Your knowledge or the knowledge of Your employee.

EFFECT	FEATURE	PREVIOUS COVER	CHANGE
Restriction	Insolvency or financial default of any others acting on your behalf	Your previous policy did not exclude losses due to insolvency or financial default of others acting on your behalf	This policy has included this exclusion for insolvency and financial default.
Clarity	Excluded Cargo	Your previous Policy excluded aircraft but did not exclude military drones.	This Policy excludes for military drones.
Clarity	Damaged whilst towing	Your previous policy excluded cover whilst towed / moving on own wheels.	This Policy excludes Cargo being moved by hook and chain, wheel lift and boom lift towing.
Clarity	Fines & Penalties	Your previous policy excluded an infringement of copyright or patent	This Policy has clarified that statutory fines are also excluded.