



**MARINE**  
**PROTECT**

MARINE EXCESS  
LIABILITY  
INSURANCE  
POLICY



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# INTRODUCTION

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## Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance.

You must also ensure that all details as shown in Your Policy Schedule are correct. Let Us know immediately if You need any changes.

If You do not understand any part of the Policy, please ask Us to explain it to You or contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy (the standard Cover provided can be affected by the following);
- the rest of this "Introduction" Section - this sets out how You apply for Cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "General Conditions" and "General Claims Responsibilities" sections - these set out certain general rights and obligations that You and We have and other Cover restrictions;
- the "Exclusions" set out the limitations that apply to the Cover and benefits;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with - these contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

## Insurers

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

'We', 'Us', 'Our' 'NTI' means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## National Transport Insurance (NTI)

NTI is Australia's specialist insurer with over 40 years of experience in the insurance industry. With an award winning claims service, You can count on NTI to protect You and Your business. Two of Australia's leading general insurers - Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI - so You can rest assured that You are in safe hands.

# INTRODUCTION

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## Features

The table below is summary of some of the major coverage benefits available in the Policy.

Exclusions, limits and conditions apply so please refer to the full Policy Wording in the following pages for full details.

Marine Excess Liability Policy	
<b>Cover</b>	Cover for Your liability to compensate third parties for a claim during the Period of Insurance and arising in connection with Your Business for an amount in excess of which a Primary Policy (or any Underlying Excess Policies) of liability insurance provides Cover.

## Your duty of disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 (ICA) s.21 and the Marine Insurance Act 1909 (MIA) s. 24,25 and 26 (whichever is applicable) to tell Us pursuant to the ICA: anything that You know, or could reasonably be expected to know, which may be relevant to Our decision to insure You and on what terms, or, pursuant to the MIA: every material circumstance which is known to You or which ought to be known to You which would influence Us in fixing the premium or determining whether to accept the risk.

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

Where the Insurance Contracts Act applies: if You do not tell us anything You are required to, We may cancel Your contract or reduce the amount We will pay you if You make a claim, or both.

Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Where the Marine Insurance Act 1909 applies: if You fail to comply with Your duty of disclosure, We may avoid the contract from its beginning.

### Who must tell Us?

Everyone who is insured under the Policy is required to comply with the duty of disclosure, including Your broker or agent.

# INTRODUCTION

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## Privacy policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information; however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate You must contact Us to update Your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If You need to make a complaint regarding how We handle Your personal information or make a complaint about a privacy breach You can do so by phoning Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## Resolving Your Complaints

### What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint about Your insurance policy, decisions on Your claims or any of the services You have received from Us or one of Our representatives, You may access Our Complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution System is available from all NTI offices.

### Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

### Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

# INTRODUCTION

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## External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

**Australian Financial Complaints Authority**  
National Toll Free number 1800 931 678  
GPO Box 3 Melbourne VIC 3001  
Email: [info@afca.org.au](mailto:info@afca.org.au) Web: [www.afca.org.au](http://www.afca.org.au)

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

## General Insurance Code of Practice

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

# DEFINITIONS THAT APPLY TO THIS POLICY

Except where the context otherwise requires it, when reading this document:

- a. In this Policy, certain words have special meanings. They have the same meanings wherever they appear.
- b. the singular includes the plural and the plural includes the singular;
- c. if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- d. words importing a gender include every other gender.

Word	Meaning
<b>Aircraft</b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	means the business in which You are engaged described in Your Policy Schedule.
<b>Cover</b>	means the benefit and protection provided by this Policy and specified in Your Policy Schedule.
<b>Excess</b>	means the amount specified in Your Policy Schedule which You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable product.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Limit of Indemnity</b>	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
<b>National Transport Insurance</b>	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
<b>Period of Insurance</b>	means the period between and includes the dates in Your Policy Schedule shown as 'Insured From/To' during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the 'to' date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
<b>Person</b>	includes an individual, a firm and a body corporate.
<b>Policy</b>	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Primary Policy and Underlying Excess Policies</b>	means those contracts of liability insurance so designated in the Schedule under the heading "Primary Policy and Underlying Excess Policies".
<b>We/Our/Ours/ Us/ NTI</b>	means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours</b>	means the client (person or corporation) named in the Policy Schedule.



# OUR AGREEMENT WITH YOU

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## Marine Excess Liability

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have paid the premium by the due date, We will insure You for Your liability to pay compensation to third parties during the Period of Insurance and arising in connection with Your Business for an amount in excess of which a Primary Policy (and any Underlying Excess Policies) specified in Your Policy Schedule of liability insurance provides Cover, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to the Policy or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
- c. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

## THE COVER

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### What You are insured for

#### Compensation

Subject to the Limit of Indemnity specified in Your Policy Schedule, and less any Excess amount applicable to this Policy, We will indemnify You in respect of all sums for which You will become legally liable to pay as compensation for claims arising in connection with the Business shown in Your Policy Schedule (and no other activities for the purposes of this insurance), in accordance with the terms, exceptions, conditions and endorsements of the Primary Policy (as existing at the inception date of this Policy), except with regards to the Limit of Indemnity, the excess, the premium, and agreement to renew, or provision to cancel such Primary Policy.

Provided that;

- a. We shall only be liable for amounts in excess of the combined aggregate of the Limits of Indemnity shown in Your Policy Schedule provided by the Primary Policy and any applicable Underlying Excess Policies.
- b. In determining whether the combined aggregate of such Limits of Indemnity has been exceeded:
  - i. any costs and expenses incurred in the settlement or defence of claims shall not be taken into account (unless the Primary Policy and/or any Underlying Excess Policies provide otherwise for themselves); and
  - ii. all recoveries or payments received or receivable in reduction or mitigation of the amount paid or payable to indemnify You under the Primary Policy and/or any Underlying Excess Policies shall first be deducted.
- c. We will not pay more than the Limit of Indemnity shown in Your Policy Schedule;
- d. Any variation to the terms, exceptions, conditions and/or endorsements of the Primary Policy will not affect the Cover provided under this Policy provided details of such variation have been made known to Us and We have agreed in writing to you to vary the Cover.

# CONDITIONS THAT APPLY TO THIS POLICY

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## 1. Currency of Primary Policy and Underlying Excess Policies

The Primary Policy and any Underlying Excess Policies shall be maintained in full effect during the currency of this Policy. If You or anyone acting on Your behalf fails to maintain the Primary Policy or any Underlying Excess Policies, that failure shall not invalidate this Policy but We shall only be liable to the same extent and in the same manner as if You had maintained such Policy.

## 2. Notification of Potential Claims

In the event of any claim being brought against You in respect of Your liability which is estimated by the Insurer providing the Primary Policy to exceed an amount equal to fifty percent (50%) of the combined aggregate of the Limits of Indemnity provided under the Primary Policy and any Underlying Excess Policies, You shall immediately advise Us of the particulars of such claim.

## 3. Our Rights

We shall not, be called upon to assume charge of the settlement or defence of any claim made, or suits brought, or proceedings instituted against You, but shall have the right and opportunity to be associated with the You in the defence and trial of any such claims, suits or proceedings relative to any occurrence, which may create liability for Us under the terms of this Policy. If We avail ourselves of such right and opportunity, You shall co-operate in all respects so as to effect a final determination of the claim or claims.

In the event of loss arising to which We may be liable to contribute, no legal costs shall be incurred on Our behalf without consent being first obtained and if We so consent, We shall contribute to the said costs in the proportion that Our share of the loss as finally settled bears to the total sum payable.

If however, a settlement of the loss be practicable for a sum not exceeding the aggregate of the Limits of Indemnity provided under the Primary Policy and any Underlying Policies, no legal costs shall be payable by Us.

No settlement of a loss by agreement shall be effected by You for a sum in excess of the combined aggregate of the Limits of Indemnity provided under the Primary Policy and any Underlying Excess Policies without Our consent.

## 4. Exhaustion of aggregate limits within Primary Policy

In the event of the exhaustion of any aggregate Limit of Indemnity whether partial or total under the Primary Policy and any Underlying Excess Policies by reason of loss paid thereunder, then this Policy shall:

- a. in the event of partial exhaustion pay in excess of the reduced Primary and any Underlying Excess Policies;
- b. in the event of total exhaustion continue in force as the Primary Policy subject to the terms, exceptions, conditions and endorsements of the Primary Policy and except as otherwise provided by this Policy.

## 5. Cancellation

- a. You may cancel Your Policy (or any individual product within Your Policy) at any time by giving Us written notification;
- b. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule;
- c. We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth) or or the Marine Insurance Act 1909 (Cth), whichever is applicable;
- d. We will refund premium for each day of the unexpired Period of Insurance;
- e. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

## 6. Goods and Services Tax

- a. The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount

# CONDITIONS THAT APPLY TO THIS POLICY

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each time that You make a claim under Your Policy;

- b. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit;
- c. Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and if the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## **7. Government taxes and duties**

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## **8. Change of circumstances**

During the Period of Insurance, You must give immediate written notice to Us of any change in circumstances which existed when this insurance commenced that change the nature of the risk in a way that would increase the risk of loss or damage occurring. We will not be liable for any claims after such a change, unless We previously agreed to the change in writing.

However, Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change.

## **9. Other insurances**

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected, covering whether in whole or in part, the subject matter of the various parts of the Policy.

# EXCLUSIONS THAT APPLY TO THIS POLICY

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Notwithstanding anything to the contrary contained within the Primary Policy and/or any Underlying Excess Policies, We will not be liable for:

## 1. Asbestos

any loss, damage, liability, cost or expense, including without limitation compensation or additional costs, directly or indirectly caused or contributed to by, or in connection with, or arising from asbestos, asbestos fibres, asbestos products or by-products or derivatives of asbestos, including, but not limited to:

- a. mining, processing, transport, distribution and / or storage of asbestos;
- b. manufacture of asbestos;
- c. processing of asbestos;
- d. installation, removal, cleaning up, decontamination, control or treatment of asbestos;
- e. the inhalation of, or fears of the consequences of exposure to or the inhalation of asbestos; or
- f. any loss of or damage to property (including the resultant loss of use of such property).

## 2. Penalties and Liquidated Damages

any amount by way of aggravated, exemplary, punitive or multiple damages, or in respect of fines or liquidated damages, or incurred under a penalty clause.

## 3. Pollution

any loss, damage, liability, cost or expense, including without limitation compensation or additional costs, directly or indirectly caused or contributed to by, or in connection with, or arising from personal injury or property damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, toxic liquids, toxic gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any water course or body of water (including ground water) but this exclusion does not apply if the actual discharge, dispersal, release or escape:

- a. is sudden and identifiable and neither expected nor intended by You; and,
- b. first commences during the Period of Insurance and takes place in its entirety at a specific time and place within the premises where You carry on the business described in the Policy Schedule,

and provided that the Pollution:

- i. did not result from Your intentional and wilful violation of any government statute, rule or regulation; and,
- ii. was not gradual; and,
- iii. did not result from the continuous or repeated happening of an occurrence or substantially similar occurrences.

Nothing in this Clause shall operate to provide coverage for fines, penalties, punitive or exemplary damages.

## 4. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion

This exclusion shall be paramount and shall override anything contained in this Policy, or in any Underlying Excess Policies or Primary Policy that is otherwise inconsistent.

any loss, damage, liability, injury, cost or expense, including without limitation compensation or additional costs, directly or indirectly caused by or contributed to, by, or in connection with or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

# EXCLUSIONS THAT APPLY TO THIS POLICY

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- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Sub-Clause (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; or,
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.

## 5. Sanction limitation and exclusion clause 1.6.11

This exclusion shall be paramount and shall override anything contained in this Policy, or in any Underlying Excess Policies or Primary Policy that is otherwise inconsistent.

Any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, Singapore, Switzerland, United Kingdom or United States of America.

## 6. Sub-Limits of liability

any indemnity, liability, injury, loss, damage, cost or expense which is the subject of a sub-limit under any Primary Policy or Underlying Excess Policies.

## 7. Terrorism

any loss, damage, liability, cost or expense, including without limitation compensation or additional costs, directly or indirectly caused or contributed to by, or in connection with, or arising from:

- a. an act of terrorism, where act of terrorism means any act ( or acts), including but not limited to the use of force or violence and/or the threat thereof, of any Person(s) or organisation(s) involving:
  - i. the causing, occasioning or threatening of harm of whatsoever nature and by whatever means; or
  - ii. putting the public or any section of the public in fear, or
  - iii. the intention to influence government;

in circumstances in which it is reasonable to conclude that the purpose(s) of the Person(s) or organisation(s) concerned was wholly or partly of a political, religious, ideological, ethnic or similar nature; and/or

- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived act of terrorism.

If We assert that any loss, damage, liability or expense is not covered by reason of this clause it shall be for You to prove to the contrary.

This Clause shall not apply to any loss, damage, liability or expense arising from the operation, ownership, management or chartering of:

- i. a Vessel whilst offshore, afloat, under construction or repair, in dock or whilst in store ashore;
- ii. seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port (specified in the Schedule), terminal, shipyard, harbour or marina;
- iii. cargo in the ordinary course of transit.

For the purposes of this exclusion a "Vessel" is defined as any vessel, boat, craft or other description of vessel or structure used or intended to be used for navigation on, or under, water and which is not owned, leased, rented, chartered or hired by You.

# EXCLUSIONS THAT APPLY TO THIS POLICY

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## 8. USA/Canada Exclusion Clause

any loss, damage, liability, cost or expense or, claims made and actions instituted within the USA or Canada or any other territory coming within the jurisdiction of the courts of the USA or Canada.

## 9. War

any loss, damage, liability, cost or expense, including without limitation compensation or additional costs, directly or indirectly caused or contributed to by, or in connection with, or arising from:

- a. war, civil war, revolution, rebellion, insurrection, invasion, act of foreign enemy, hostilities (whether war be declared or not), insurrection or the use of military or usurped power, any act by or against a belligerent power or civil strife arising from any such cause;
- b. mines, torpedoes, bombs, rockets, shells, explosive or other similar weapons of war, except for liabilities, costs or expenses which arise solely by reason of the transport of such weapons either as a result of government order, or with Our written consent, where the reason for such transport is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover given under this Policy;
- c. confiscation, nationalisation, requisition or any loss of or damage to property as a result of any order of any government, public or local authority.

## 10. Marine Cyber Endorsement - LMA5403 11/11/19

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.

## 11. Professional Negligence & Products Liability Exclusion Clause 20.10.16

Any loss, damage or claim relating to:

- a. directors' and officers' liability;
- b. liability under any securities exchange or equities trading act or regulation;
- c. professional indemnity and errors and omissions, unless directly related to:
  - i. owning or handling vessels, ships, cargoes or goods in transit;
  - ii. classification societies or marine surveyors;
  - iii. the ownership, management, operation or chartering of marine or inland waterway Vessel, craft or units;
  - iv. the construction, repair or demolition of marine or inland waterway Vessel, craft or units and all related components;
  - v. operations in respect of bridges, tunnels, seawalls, marine terminals, ports, harbours, wharves, piers, jetties, docks, berths, pontoons, marinas, fish farms, stevedores, divers, marine agents and boat dealers;
  - vi. transit, and storage in the ordinary course of transit, of cargo by sea or air, and by land conveyance other than pipeline; or,
  - vii. any cover for physical loss, damage or consequential loss contingent thereon,

and only then, from losses arising on a "claims made" or "losses discovered" basis, and only where the claim, or notification of the event giving rise to the claim, is "made" or loss "discovered" during the period of this Policy.

# EXCLUSIONS THAT APPLY TO THIS POLICY

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## **12. Aircraft**

the ownership, operation, use, charter, possession, maintenance, refuelling, service or repair by You or on Your behalf of any Aircraft.

## **13. Communicable or Infectious Disease**

- a. The infection of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof whether accidentally, knowingly, wilfully, maliciously or otherwise; or
- b. any losses caused by a disease listed in the Biosecurity Act 2015 (including consequential amendments and transitional provisions); or
- c. any disease in any way related to any form of Coronavirus, SARS, Avian Flu, Swine Flu or similar disease; or
- d. any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae







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