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Marine Livestock In Transit Insurance Policy  
Effective Date: **1 November 2017**



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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 Placing Schedule are correct. Let Us know immediately if You need any changes. If You do not understand any part of the policy, please 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 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 "Exclusions" set out the general exclusions and limitations that apply to the Cover and benefits;
- the "Conditions" and "Claim Responsibilities" sections - these set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Placing 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 Placing 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', 'Underwriter' or 'Insurer' 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

Marine Protect is powered by NTI, 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.

## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 and the Marine Insurance Act 1909 (if applicable) 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.

# INTRODUCTION

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## **If You do not tell Us something**

**Where the Insurance Contract Acts 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.

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.

## **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 about 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 or dispute about Your insurance Policy, decisions on Your claim or the service You have received from Us or one of Our authorised representatives, You may access Our Internal Dispute Resolution process.

The first step is to contact Your closest NTI office. Contact details can 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.

### **Internal Dispute Resolution - Complaints**

Once You contact Us, Our staff will help You in every way they can. If You are not satisfied with the outcome Your complaint will be referred to the staff member's supervisor who will deal with it promptly.

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.

To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

# INTRODUCTION

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## **Internal Dispute Resolution - Disputes**

We will notify You of the name and contact details of the employee assigned to liaise with You in relation to Your dispute. That employee will acknowledge receipt of Your dispute in writing, usually within 5 working days.

Provided that We have all the necessary information and no investigations are in progress, a final decision on Your dispute will be forwarded to You in writing, usually within 15 working days. Where further information or investigation are required, We will endeavour to agree a reasonable time frame extension with You.

We have 45 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).

## **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 45 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 45 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.

# INTRODUCTION

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## General Insurance Code of Practice

We are a signatory to the 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)**.

# GENERAL DEFINITIONS TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

Word	Meaning
<b>Animal or Livestock</b>	means an animal or livestock (excluding bloodstock – thoroughbred pedigree horses which are bred and kept for the purpose of racing or breeding for racing).
<b>Cover(s) / Covered /Coverage</b>	means the benefit and protection provided by this Policy specified in Your Placing Schedule.
<b>Effective Date</b>	means the date and time specified in Your Placing Schedule from which You are Covered.
<b>Excess</b>	means the amount you contribute towards the cost of a claim as noted on the Placing Schedule or elsewhere in the Policy.
<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>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>Premium</b>	means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
<b>Policy</b>	means this document and Your Placing Schedule any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Placing Schedule</b>	means the most current Cover 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>Stud Stock</b>	means registered (pedigree) livestock used for breeding purposes.
<b>Terrorism</b>	means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
<b>We/Our/Ours/Us/NTI/Underwriter/Insurer</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/Insured/Assured</b>	Rural Marketing Agents Ltd and nominated Livestock owners as declared.



# OUR AGREEMENT WITH YOU

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Based on the information provided and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Placing Schedule, 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 each Policy or level of Cover You have chosen;
- b. the Placing Schedule is a separate document and shows the Cover details that are relevant to Your Policy;
- c. any endorsements noted on Your Placing Schedule or otherwise notified by Us to You in writing;
- d. the declarations and statements that were made when You applied for Cover from Us and every other matter which You, your broker or intermediary 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.

## **Important Things You Should Know**

You are only covered for the Cover options of this Policy and optional Extensions and any other endorsed Cover, shown on Your Placing Schedule.

Should there be any change in circumstances or any change in the nature of the risks which are the basis of the contract, You must advise Us immediately and in writing. We will only be liable (to the extent permitted by law) under this Policy if We have agreed in writing to the change.

# THE COVER

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## Interest Insured

Livestock belonging to You or for which You have assumed responsibility during a transit.

## Conveyances

Transits via sea, road, rail, air and Your own vehicle.

## Sum Insured Limit

The liability of the insurers is limited as follows:

\$5,000 any one Animal subject to a maximum sum insured limit of \$250,000 any one loss or series of losses arising from the one event.

Stud Stock subject to a maximum limit of \$20,000 any one animal.

## The Insured Transit

Transits within Australia including movement of Livestock on foot incidental to transit and loading or unloading in preparation for transit.

## Commencement of cover

In respect of insured Livestock that You:

- **purchase at auction** or online auction, cover commences from the time You acquire ownership
- **send to auction**, cover commences when each Animal enters the conveyance or its loading ramp for the commencement of the insured transit
- **sell privately**, cover commences when each Animal enters the conveyance or its loading ramp for the commencement of the insured transit
- **purchase privately**, cover commences when each Animal enters the conveyance or its loading ramp for the commencement of the insured transit, **or**
- **consigned to or from agistment or consignment to abattoir**, cover commences when each Animal enters the conveyance or its loading ramp for the commencement of the insured transit.

## Continuation of cover

In regard to any of the insured transit described above, insurance will continue during the ordinary course of transit and for up to seven days whilst the insured Livestock are being transshipped or are being spelled.

If the insured Livestock are not sold, cover continues during the return transit to Your property.

## Termination of cover

In respect of the insured Livestock, cover terminates:

- **sales at auction** or online auction - at the fall of hammer
- **sales to abattoir** - from the time the Animals are positioned on the weighing scales following discharge from the conveying vehicle, provided that cover will not extend beyond 48 hours after arrival of the conveying vehicle at the abattoir
- **sendings to feed lots** - from the time the Animals enter the preparation feed lot
- **all other** - from the time each Animal is unloaded into the paddock at the final destination, provided that cover will not extend beyond 48 hours after arrival of the conveying vehicle at the final destination.

# THE COVER

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## Cover

Subject to the insured Livestock being in a good state of health and fit for transport, We will indemnify You unless otherwise excluded under the heading Exclusions, for:

- death, physical injury, or slaughter for humane reasons, of the insured Livestock during the insured transit
- death, physical injury, or slaughter of the insured Livestock during the insured transit arising out of compliance with an order of a responsible official who confirmed that, in their opinion, the Animal was so uncontrollable (berserk) as to have been a danger to the safety of the public
- escape of the insured Livestock resulting in their disappearance from any accident site involving the conveying vehicle
- theft, pilferage and non-delivery of the Livestock, provided police are notified as soon as possible after the theft has occurred
- death, physical injury, or slaughter caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions
- the wilful act of a third party which was committed without the prior knowledge or connivance of the Insured, and
- general average sacrifice and or salvage contribution that the Insured are required to pay under any bill of lading or similar document.

## ADDITIONAL BENEFITS

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Following a claim under this Policy for which We have agreed to indemnify You, the insurance is extended to include:

1. in the case of physical injury to insured Livestock, at Our option We will pay:
  - a. the cost of agisting the Livestock to bring them back to their condition prior to the loss, or
  - b. the agreed depreciation in value if they are sold as injured Livestock.
2. the cost of mustering Animals up to a limit of 25% of the sum insured of the Livestock involved, (calculated according to the section of 'How Much We Will Pay' in this Policy)
3. clean up and disposal costs of Livestock at any accident site, where You are legally or contractually obliged to pay those costs, up to a limit of \$50,000 for any one accident or series of accidents arising from any one insured transit
4. any additional freight or salvage charges that You are required to pay to remove the Livestock from any accident site, including the cost of transport to forward the Livestock to their intended destination or to return the Livestock to the place from which they were dispatched
5. the reasonable costs paid by You to avoid or minimise any further death or injury to the Livestock, **and**
6. where the insured transit is interrupted or terminated due to the insolvency or financial default of the carrier, We will pay the extra costs of freight to forward the Livestock to their intended destination, or to return same to the place from which they were dispatched, up to a maximum of 10% of the sum insured of the Livestock (calculated according to the section of 'How Much We Will Pay' in this Policy).

### Terrorism clause

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, damage, liability or expense to insured Livestock, arising from Terrorism, such cover is conditional upon the Livestock insured being in the ordinary course of an insured transit.

## HOW MUCH WE WILL PAY

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If, at the time of any death or physical injury to the insured Livestock, there is any other current insurance, whether effected by You or by any other person or persons, covering the same Livestock, We will not be liable (where legally entitled) for more than the rateable proportion (having regard to the other insurances, whether marine or fire, and whether or not such other insurances are exempted from contributing either by the existence of this Policy or any other policy) of such death or physical injury.

Subject to this Policy, the maximum limit of liability shown in the Policy, and the Additional Benefits, at Our option We will pay You, or other parties agreed with You, the lesser of:

- a. the net invoice value covering the Livestock whilst in transit (including freight if separately invoiced to the receiver), **or**
- b. if there is no invoice value, the cost of replacing the Livestock, with similar livestock of the same age and condition or as near as possible to that age and condition.

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## EXCLUSIONS TO THIS POLICY

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In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by 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
- 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, but this exclusion 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
- e. failure to pass tests or examinations or inoculation and its after effects
- f. slaughter by or at the direction of government or other authorities on account of infectious diseases
- g. death or physical injury as a result of an act of war, whether or not war has been declared, whilst Your Livestock is not on board ship, vessel or aircraft
- h. death or physical injury to a bloodstock animal
- i. loss of market, consequential loss, loss of foetus or loss of use of any description
- j. any shortage or disappearance disclosed solely on periodic stocktake, and
- k. the costs of fumigation, decontamination and or quarantine and related charges or freight costs incurred to or from fumigation, decontamination or quarantine.

# CONDITIONS TO THIS POLICY

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## 1. Australian law & jurisdiction

This Policy is subject to Australian law and jurisdiction

- a. Inland Transit(s) within Australia is subject to the Insurance Contracts Act 1984,
- b. Sea shipments may be subject to the Marine Insurance Act 1909 (if applicable).

Those Acts as amended from time to time will apply.

## 2. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of the loss, the amount(s) payable as detailed in this Policy:

- a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or
- b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

## 3. Goods and Services Tax

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 each time that You make a claim under Your Policy.

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.

Despite the other provisions in this Policy (including provisions in the wordings, Your Placing 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.

## 4. 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.

## 5. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

# CLAIMS RESPONSIBILITIES

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As soon as possible after the death or physical injury of Livestock which may give rise to a claim against Us, You or Your legal representative must:

1. advise Us as soon as possible all of the details known to You including the time and location of the death or physical injury of the Livestock and any circumstances that will assist Us to investigate that death or physical injury. This information should be provided to Us in writing, including all supporting documentation such as invoices, consignment notes or letters that You have received from Your customer.
2. take all reasonable steps to minimise the loss and avoid or minimise any further death or injury to the Livestock. The reasonable cost of doing this will be reimbursed by Us under the Additional Benefits section in this Policy. Any measures You or We take to save, protect or recover the Livestock shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party; and
3. not dispose of any Livestock without giving Us the opportunity to examine same. However, notwithstanding that if any Livestock are required to be removed or disposed of from an accident site on the order of responsible officials, death of the Animal is to be certified by a veterinarian or the official responsible.
4. At Your own expense You will furnish Us with such invoices, consignment notes or letters and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard.
5. You, or any other person entitled to claim under this Policy, must furnish Us with a statement giving details of other insurances which may also provide cover on any of the insured Livestock.
6. When We settle the claim, We may endeavour to pursue recovery rights against the carrier or any other third party that caused the death or physical injury of the Livestock. You authorise Us to act in Your name in such recovery action, and undertake to give Us reasonable assistance in such actions.





**MARINE**  
**PROTECT**

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