

# Driveline Commercial/Fleet

Product Disclosure Statement and Policy Document

Sydney Brisbane Townsville Melbourne Adelaide Darwin Perth



**Global Transport**  
& Automotive Insurance Solutions

Global Transport & Automotive Insurance Solutions Pty Ltd  
ABN 93 069 048 255 AFS Licence No 240714



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# Introduction

Welcome and thank You for choosing the Global Transport DriveLine Insurance Policy.

## The Insurer

Allianz Australia Insurance Limited AFS Licence No. 234 708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

## The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No. 240714 ABN 93 069 048 255 of Level 6, 55 Chandos Street, St Leonards NSW 2065 is an underwriting agency which specialises in arranging insurance in respect of motor vehicles. Global Transport & Automotive Insurance Solutions Pty Ltd acts as the agent of Allianz to market, solicit, offer, arrange and administer the insurance. Global Transport & Automotive Insurance Solutions Pty Ltd has a binding authority to issue, vary and cancel this insurance and to deal with or settle claims on behalf of Allianz. If You need information about this insurance in the first instance, contact Global Transport & Automotive Insurance Solutions Pty Ltd.

## Accident Assist

Global Transport and Automotive Insurance Solutions (GT) offer Accident coordination and support for You and Your vehicle 24 hours a day, 365 days a year.

GT Accident Assist can be contacted at their 24 hour call centre telephone number 1800 783 251 and offers the following benefits to You:

- After accident claims reporting service;
- General information relating to repairers and operating hours;
- Co-ordination of alternative transport and accommodation;
- Co-ordination of after accident counseling services if required;
- Urgent message relay service.

GT Accident Assist is supplied by AGA Assistance Australia Limited trading as Allianz Global Assistance, 74 High Street, Toowong QLD 4066.

## About this Insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

Preparation date: 01/08/2011

## Other information

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder agreement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

## Phone for assistance

If You need to clarify any of the information contained in this Policy Document or You have any other queries regarding Your insurance Policy, please Use the contact details below.

For all enquiries, please call:

Global Transport & Automotive Insurance Solutions Pty Ltd

AFS Licence No. 240714

ACN 069 048 255

ABN 93 069 048 255

Level 6, 55 Chandos Street St Leonards NSW 2065

PO Box 507 St Leonards NSW 1590

Website: [www.gtais.com.au](http://www.gtais.com.au)

Phone: (02) 9966 8820

Fax: (02) 9966 8840

# Summary of the available covers

## Part A – Loss or Damage

This covers loss or Damage to Your Vehicle(s).

## Part B – Liability to Third Parties

This covers Your legal liability to pay for Damage or injury caused by Your Vehicles (other than injury covered by a CTP Policy).

## Understanding Your Policy and its important terms and conditions

To properly understand Your Policy's significant features, benefits and risks, You need to carefully read about the available types of cover, benefits and limitations. You also need to read:

- the rest of this “Introduction”, which 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 and Our dispute resolution procedures;
- the “Definitions”, which sets out what We mean by certain words used in Your Policy. These Definitions appear on page 7 of Your Policy;
- the “General Exclusions”, the “Exclusions applicable to Part A and Part B” and limits that apply to all covers and benefits;
- the “General Conditions” the “Specific Conditions applicable to Part A” set out certain general rights and obligations that apply to You and to Us. If You do not meet Your obligations, We may be able to refuse to pay You or may reduce what We pay for a claim to the extent permitted by law;
- all of the documents that make up the Policy, including the Schedule and any endorsements or other written changes to the cover We issue to You which contain specific details relevant to You which can affect the cover.

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

## Applying for cover

When You apply by completing Our application process You need to provide the information We require to determine whether to issue a policy and if so, on what terms, including (to the extent they are optional):

- the covers and benefits You want (including the property You wish to cover);
- the limits You want;
- the period of cover You want;
- whether You want any third parties to be noted as having an interest;
- the Excesses that You want to contribute for certain claims;
- whether any standard terms need to be varied (this may be by way of an endorsement).

Where We agree to issue a Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us the premium for the cover provided;
- of the verbal and/or written information provided by You which must have given in accordance with Your Duty of Disclosure either verbally or in writing.

If You fail to comply with Your Duty of Disclosure or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel the Policy. If You have told Us something which is fraudulent, We also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading ‘Your Duty of Disclosure’.

## Our contract with you

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of “You” for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations,
- Your current Schedule issued by Us. The Schedule is a separate document which shows the insurance details relevant to you. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We provide the cover specified in the Policy subject to its terms, conditions, exclusions and limitations.

We reserve the right to change the terms of this insurance where permitted to do so by law.

Any new or replacement Schedule We may send You, detailing changes to Your insurance or the period of insurance, will become the current Schedule, which You should carefully read and retain.

## Premium

We calculate Your premium after taking a variety of factors into account:

- some factors are pre set e.g. costs of distribution and profit component). Other factors can affect the amount of Your premium. The higher Your risk profile is, the higher Your premium. Using Our experience We decide what factors increase Your risk profile and their impact on Your premium (e.g. If You select higher limits, choose low excesses or have a high claims experience, Your premium Usually increases. If You select lower limits, choose higher Excesses or Your claims experience is low, Your premium usually reduces.
- Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your Policy. In some cases We are required to pay an estimated amount based on criteria set by the Government. In such cases, We allocate to the Policy Our estimate of the amount We will be required to pay. We may either over-recover or under-recover in any particular year and no adjustment is made to Your premium by reference to this. We may take into account the under- or over-recovery for Our calculation of the allocation to policies in future years. You can ask Us for more details if You wish.

Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to Your policy. These amounts will be set out separately on Your Schedule as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the policy Our estimate of the amount We will be required to pay.

We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

Discounts are available at the time of printing and are subject to change.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

In some cases a service fee will apply where You select to Pay Your premium by instalments.

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## How to make a claim

Details about how We settle claims are provided in this document under the Basis of Settlement sections within each cover section.

## Cooling Off Period

You can exercise Your cooling off rights and cancel the policy within fourteen (14) days of the date You purchased the policy and receive a refund of the premium paid, provided You have not exercised any right or power under the Policy (e.g. made any claim) and these rights and powers have not ended.



We may deduct any reasonable administrative and transaction costs incurred by Us that are reasonably related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover, from Your refund amount.

After the cooling off period has ended, You still have cancellation rights, however We may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties We cannot recover. See “Cancellation rights under Your policy” below.

## Cancellation rights under Your policy

### How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your broker or Us.

Where there is more than one contracting insured ‘We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting insured’s named as the insured or from a person authorised to act as agent of all such persons.

### How We may cancel this Policy

- a. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
  - if You failed to comply with Your Duty of Disclosure; or
  - where You have made a misrepresentation to Us during negotiations prior to the issue of the policy; or
  - where You have failed to comply with a provision of the policy, including the term relating to payment of premium; or
  - where You have made a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You,and We may do so by giving You three days notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- b. Subject to c., if You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.
- c. In the event that You have made a claim under the Policy and We have agreed to pay the full sum

insured for Your Vehicle(s), no return of premium will be made for any unused portion of the premium on the Vehicle(s) subject to the claim.

### Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

## Your Duty of Disclosure

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You renew, vary, extend, reinstate or replace the Policy. We set these two duties out below.

### Your Duty of Disclosure when You enter into the Policy with Us for the first time

You will be asked various questions when You first apply for the Policy. When You answer these questions, You must:

- give Us honest and complete answers;
- tell Us everything that You know; and
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

### Your Duty of Disclosure when You renew, vary, extend, reinstate or replace the Policy

When You renew, vary, extend, reinstate or replace the Policy, Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter which:

- You know, or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to insure You and whether any special conditions need to apply to the Policy.

### What You do not need to tell Us for either duty

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;

- that We know or should know as an insurer; or
- that We tell You We do not need to know.

### Who does the duty apply to?

The Duty of Disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

### What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

### Privacy Act 1988 – Information

We collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide Our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies and alliance partners that may interest You (but You can opt out of this by contacting Us during office hours. If You do not provide the information We require We may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law). We also provide this information to financiers if We have a relationship or insurance scheme in place with them under which You purchased the Policy. We prohibit them from using it for purposes other than those We supplied it for.

Where You provide Us with information about another person for the above purposes, You must tell Us if You haven't got their consent to this. If You wish to gain access to Your personal information (including to correct or update it), have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other query relating to Privacy, please contact Us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us.

## Complaints – Internal and External Complaints Procedure

If you are dissatisfied with our service in any way contact Us and we will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact us on **(02) 9966 8820**. A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service

Call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

## Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal of Your Policy and if so on what terms.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

If We offer renewal, We send a notice advising the renewal terms and the amount payable to renew the Policy.

It is important that You check the terms of any renewal offer before renewing to satisfy yourself that the details are correct. In particular, check the sum insured amounts and Excess(es) applicable and to ensure the levels of cover are appropriate for You. You also need to take into account any underinsurance provisions of the Policy.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see above).

## Terrorism Insurance Act

We have determined that the Policy (or part of it) is a Policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, We are required to pay a premium



to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to Government taxes and charges such as GST, Stamp Duty and, where applicable, Fire Service Levy. For further information contact Global Transport & Automotive Insurance Solutions Pty Ltd or Your intermediary.

## Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

## Definitions

These definitions have special meaning and apply to all Sections of Your Policy, unless they are defined differently in the relevant Section.

**“Accidental Damage”** means Damage as the consequence of an unforeseen or unintended happening that is not expected or designed

**“Agreed Value”** means the insured amount specified in the Schedule We agreed to pay You in the event Your Vehicle is a Total Loss.

**“Airfield”, “Airport”** means an area of land set aside for the takeoff, landing, taxiing, parking and maintenance of aircraft.

**“Damage(d)”** means physical loss, destruction or damage.

**“Dangerous Goods”** means substances or materials codified under the Australian Dangerous Goods Code (ADG Code) for their transportation as defined in the Code(s).

**“Employee” or “Employees”** – means any person(s):

- a. engaged in the business under a contract of service or apprenticeship, or
- b. supplied to You by a contract of labour hire.

**“Excess(es)”** means either the amount of money specified in the Schedule or otherwise stated in Your Policy for each Section that You must contribute as the first payment for each claim, or the period specified in the Schedule or otherwise stated in Your Policy for which no payment will be made by Us.

**“Family Member”** means any person who is or was at any time:

- a. Your parent, sibling or child;
- b. Your spouse, spouse equivalent, domestic partner or domestic companion; or
- c. a parent, sibling or child of a person in clause b. above.

A spouse equivalent means a person, whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**“Indemnity” or “Indemnify”** means that if there is Damage directly caused by any of the events covered, We will at Our option pay You in accordance with the Basis of Settlement applicable to the relevant Section.

**“Malicious Damage”** means intentional Damage done to Your Vehicle by someone else without Your consent.

**“Market Value”** means the amount We determine represents the cost of replacing the Property Insured with a similar item of the same make, model, age and condition as the Property Insured immediately prior to the loss or Damage exclusive of GST, stamp duty and transfer fees but in any event We will not pay more than the Sum Insured.

**“Optional benefit”** means the endorsement(s) or clauses described as being available in Your Policy. Optional benefits are not applicable unless they are shown as being operative in the Schedule.

**“Optional conditions”** means the endorsement(s) or clauses described as being available in Your Policy. Optional conditions are not applicable unless they are shown as being operative in the Schedule.

**“Period of Insurance”** means the period commencing on the effective date and ending on the expiry date as shown in the Schedule.

**“Policy”** means this document, the Schedule, Proposal and any endorsement, Optional benefit, restriction, specification, attachment or memoranda affixed to it and any other document that parties agree in writing will form part of the Policy.

**“Pollutants”** means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemical, asbestos or waste material.

**“Proposal”** means the application form completed by You or on Your behalf in which You provided the information upon which We relied to enter into Your Policy.

**“Schedule”** means the most current Schedule to Your Policy that We give You which specifies details such as the cover sections that apply, including Optional benefits, restrictions, policy number, relevant Vehicles insured, Excess(es), limits of indemnity, sub limits and premium. It also includes any documents that We and You agree in writing will form part of the Schedule.

**“Substitute Vehicle”** means a Vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle cannot be used because it is undergoing repair or service.

**“Sum Insured”** means the amount (s) stated in Your Policy Schedule and is the maximum amount We will pay, less any applicable Excess(es).

**“Territorial Limits”** means that geographical area anywhere within Australia unless stated otherwise within an individual cover section.

**“Total Loss”** means where Your Vehicle is stolen and not recovered within a reasonable period of time, or where Your Vehicle suffers loss or Damage and We consider the cost of repairing it is either unsafe or uneconomical to repair.

**“We”, “Us”, “Our”** means Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234 708 of 2 Market Street, Sydney NSW 2000 exclusively through its subsidiary and underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No 240714 ABN 93 069 048 255 of Level 6, 55 Chandos Street, St Leonards NSW 2065.

**“Vehicle(s)”** means the motor vehicle(s), mobile machine(s) and/or trailer(s), described in Your Policy

Schedule or other documents forming Your Policy, including:

- a. sign-writing; and
- b. accessories comprising refrigerator, radio, CB radio, CD player, DVD player, telephone, TV receiver and GPS receiver but all only whilst attached to or within Your Vehicle; and
- c. standard tools, accessories and appliances as supplied by the Vehicle manufacturer; and
- d. ramps, ropes, binders, chains, chain dogs, pogo sticks, tarpaulins, gates whilst attached to or within Your Vehicle, provided the maximum We will pay is limited to \$5,000 per event, per Vehicle, unless otherwise specified in Your Policy Schedule; and
- e. any other agreed accessories or equipment fitted to Your Vehicle which are noted on Your Policy Schedule or otherwise specifically covered by Your Policy.

**“You” or “Your”** refers to those named as the insured in Your Policy Schedule and their subsidiary companies and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.

## The Cover

The following cover options are available under this Section:

1. Part A – Loss or Damage; and
2. Part B – Liability to Third Parties

### Excesses applicable to Part A and Part B

The Excess or Excesses are shown in Your Policy or Schedule and is the amount You must contribute as the first payment for each claim and for which no payment will be made by Us.

The Excess will apply separately to each Vehicle and each claim per Vehicle.

#### Basic Excess

The basic Excess is shown in the Schedule and is the first amount You must contribute to each claim.

#### Additional Age or Inexperienced Drivers Excess

- a. If Your Vehicle is a sedan, station wagon, utility or other goods carrying Vehicle with a carrying capacity of less than 5 tonnes and was being driven by or was in the care of a person as set out below, the following additional Excess per claim shall apply:

- i. under 21 years of age – \$700, or
  - ii. under 21 years of age with less than 2 years experience – \$1,000, or
  - iii. aged 21 and under 25 years of age – \$350, or
  - iv. aged 21 and under 25 years of age with less than 2 years experience – \$650, or
  - v. aged 25 years or over with less than 2 years experience – \$300.
- b. If Your Vehicle is a bus or coach or a rigid truck with a carrying capacity of 5 tonnes or greater and was being driven by or was in the care of a person as set out below, the following additional Excess per claim shall apply:
- i. aged 21 or over but with less than 6 months experience with this class of Vehicle – \$2,500, or
  - ii. aged 21 years and under 25 years of age with more than 6 months experience with this class of Vehicle – \$500.
- c. If Your Vehicle is an articulated vehicle and was being driven by or was in the care of a person as set out below, the following additional Excess per claim shall apply:
- i. aged 25 or over but with less than 2 years experience with this class of Vehicle – \$5,000.

### **Tipping Excess**

If Your Vehicle is a rigid body tipper or a tipping trailer of either end discharge or side discharge design, or a trailer designed with hydraulics to self load and unload shipping containers or other goods and loss or Damage occurs whilst the hoist, ram or stabilizing leg is partially or fully extended the Excess payable by You will be increased by 100% (doubled).

### **Faultless Excess**

If Your Vehicle is a sedan, station wagon, bus or coach or other goods carrying vehicle with a carrying capacity of less than 5 tonnes and the amount of the claim exceeds Your Basic Excess plus any other additional Excess(es) that may be applicable, You will not be required to pay any Excess for a claim if:

- a. You satisfy Us that the accident which gave rise to the claim was the fault of the driver of the other Vehicle; and
- b. You can supply the name and address of that driver, and
- c. You can supply the registration number of the Vehicle, provided further:

This Excess waiver provision will not apply where there is any dispute as to the party liable for the accident.

### **Windscreen Excess**

If Your Vehicle is a sedan, station wagon, utility or other goods carrying vehicle with a carrying capacity of less than 2 tonnes and Your Vehicle suffers windscreen or other fixed glass damage that is covered under Part A, You will not be required to pay the Basic Excess or any other Excess(es) that may be applicable for any claim.

### **Outside Radius Excess**

If Your Vehicle is a bus or coach, articulated or goods carrying Vehicle with a carrying capacity of 5 tonnes or greater and is being driven outside the radius limit shown in the Schedule the Excess payable by You will be increased by 100% (doubled).

### **Trailer(s) Excess**

if Your Vehicle is a trailer and it is attached to another trailer and / or Vehicle, all of which are insured by Us and they are involved in the same accident, You will contribute the applicable Excess as follows:

- a. for claims under Part A – Loss or Damage

If Your Vehicle is a trailer You will contribute the applicable Excess in respect of each Damaged Vehicle.

- b. for claims under Part B – Liability to Third Parties

If Your liability arises from a trailer being towed, You will contribute the applicable Excess(es) in respect of the towing Vehicle.

### **Non-Owned Trailer in Control Excess**

if Your Vehicle is a trailer and is subject to a claim under:

- a. Additional benefit applicable to Part B 4.; or
- b. Optional benefit EC104 Non Owned Trailer (Liability); or
- c. Optional benefit EC112 Non Owned Trailer (Comprehensive).

A basic Excess of \$2,500 per claim shall apply unless otherwise shown in the Schedule.

## **Part A – Loss or Damage**

### **Scope of Cover**

Where Part A is selected as insured in the Schedule We will cover You in accordance with the Basis of Settlement for:

1. Accidental Damage to Your Vehicle, including Damage caused by flood or earthquake;
2. loss by theft of Your Vehicle where Your Vehicle is not recovered;
3. Malicious Damage to Your Vehicle.

that occurs during the Period of Insurance and within the Territorial Limits.

### **Basis of Settlement applicable to Part A**

Subject to the applicable Excess(es), conditions, exclusions, We will at Our option:

- a. replace, reinstate or repair Your Vehicle; or
- b. pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or
- c. if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser.
- d. If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value as shown in Your Schedule.

### **Limit of Indemnity applicable to Part A**

We will not pay more than the Sum Insured, Market Value or Agreed Value in accordance with the Basis of Settlement in respect of any one Vehicle for any one claim made during the Period of Insurance plus any Additional Benefits we have agreed to pay, provided:

Our liability for loss or Damage under this Part A to any number of Vehicles arising from one event does not exceed \$10,000,000 inclusive of the following Additional Benefits, unless specified in Your Schedule.

### **Additional benefits applicable to Part A**

The following Additional Benefits apply to any claim for loss or Damage accepted by Us and are in addition to the Sum Insured, Market Value or Agreed Value (as applicable) shown in the Schedule for the Vehicle.

#### **1. Hire Vehicle Following Theft**

If Your Vehicle is stolen We will reimburse You for the cost of hiring a Vehicle for a period of up to 14 days or to the date Your Vehicle is recovered, whichever is the lesser.

The maximum We will pay is limited to \$2,500 per event.

#### **2. Recovery Expenses**

If Your Vehicle suffers loss or Damage We will pay the costs necessarily incurred by You for the clean up and removal of debris of Your Vehicle, to the nearest repairer approved by Us.

#### **3. Delivery Expenses**

If Your Vehicle suffers loss or Damage or if it is stolen recovered undamaged, We will pay the cost of returning Your Vehicle to You at Your usual place of garaging or depot, provided:

The maximum We will pay is limited to \$5,000 per event.

#### **4. Retrieval Expenses**

If Your Vehicle becomes unintentionally immobilized, other than as the result of loss or Damage otherwise excluded by the Policy, We will pay the costs necessarily incurred by You for the recovery and/or retrieval of Your Vehicle, provided:

The maximum We will pay is limited to \$20,000 per event and in any one Period of Insurance.

#### **5. Removal of Load**

If Your Vehicle suffers loss or Damage We will pay for the costs necessarily incurred by You for the cleanup and removal of the goods being carried, provided:

This Additional Benefit will only apply for an amount in excess of which the goods are otherwise insured, provided:

The maximum We will pay is limited to \$15,000 per event.

#### **6. Keys and Locks**

If Your Vehicle keys or locks become lost or Damaged or there are reasonable grounds to suspect they have been duplicated, We will pay the cost of replacing such keys or locks, provided:

The maximum We will pay is limited to \$3,000 per event and no Excess will apply if there is no other loss or Damage to Your Vehicle.

#### **7. Emergency Temporary Repairs**

If Your Vehicle suffers loss or Damage We will reimburse You the costs necessary to effect temporary repairs or to expedite permanent repairs to Your Vehicle, provided:

The maximum We will pay is limited to \$3,000 per event.

#### **8. Repatriation Expenses**

If Your Vehicle suffers loss or Damage when it was more than 300 kms from its depot or place of garaging, We will reimburse You the cost to return Your driver and any non paying passenger to their destination or point of departure, provided:

The maximum We will pay is limited to \$2,500 per event.

#### **9. Funeral Expenses**

If Your Vehicle suffers loss or Damage We will pay for funeral expenses following the death of the driver of Your Vehicle caused as a direct result of the accident, provided:

The maximum We will pay is limited to \$5,000 per event less any amount payable by any accident compensation authority or medical fund.

### 10. Employees' Personal Property

If Your Vehicle suffers loss or Damage and Your Employee sustains loss or Damage to their personal effects as a result of the event, We will reimburse Your Employee for their loss.

This additional benefit will not apply to cash or negotiable securities, and the maximum We will pay is limited to \$2,500 per event.

### 11. New Motor Vehicle Replacement for Total Loss

If Your Vehicle is a sedan, station wagon, panel van, utility or truck with a carrying capacity under 2 tonnes and is considered by Us to be a Total Loss within 2 years of its original registration, We will agree to replace Your Vehicle with a new Vehicle of the same or similar make and model including delivery charges and stamp duty only. Where Your Vehicle's model has been deleted from the manufacturers range or has been superseded by a Vehicle that We consider is significantly different or where Your Vehicle was purchased as an end of series, run-out or demonstration model We may at Our option pay only the actual purchase price You paid for the Vehicle including delivery charges and stamp duty only if they formed part of Your purchase.

### 12. Sum Insured Payout for Total Loss

If Your Vehicle is a bus, coach or goods carrying vehicle with a carrying capacity of 2 tonnes or greater and is considered by Us to be a Total Loss within 2 years of its original registration We will pay You the Sum Insured shown in the Schedule, provided:

The maximum We will pay You is the purchase price of the Vehicle, subject to any adjustment in accordance with the GST provision.

### 13. Finance Payout for Total Loss

If Your Vehicle is considered by Us to be a Total Loss and the amount owing by You under a valid lease agreement or other finance agreement is greater than the Total Loss amount, We will pay the Total Loss amount plus up to 15% or \$30,000, whichever is the lesser, to You or any other interested party, less:

- a. any payments and/or any interest in arrears on the date of the loss or Damage, and
- b. any discount in respect of finance charges and/or interest for the expired term of such leasing agreement on a date not exceeding thirty (30) days after the loss or Damage, and
- c. any payment which on the date of the loss or Damage has not been made solely because such payment in terms of the conditions of the particular agreement has not actually become due, and

- d. any GST component of the purchase price of Your Vehicle financed as a part of the lease or other finance agreement, and
- e. the amount of the loan that relates to that owing on the finance for the purchase of any other Vehicle, item or product.

This Additional Benefit will not apply:

- a. to loss of or Damage caused directly or indirectly by theft and/or fire other than fire resulting from impact Damage.
- b. if You are more than 30 days in arrears with any payments on the date of the loss or Damage.

### Special Conditions applicable to Part A

#### 1. Average

If Your Vehicle has a carrying capacity exceeding 2 tonnes or greater and at the time of an accident giving rise to a claim under Part A the Sum Insured on Your Vehicle is less than 80% of the current Market Value, We will pay only such proportion of the repair costs as the Sum Insured bears to 80% of the Market Value of Your Vehicle.

For the purpose of valuation and the application of this provision, prime movers, rigid trucks and attached trailers will be regarded as separate and distinct items.

#### 2. Marine Average

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured, Market Value or Agreed Value whichever is the lesser, whether or not loss or Damage is suffered by Your Vehicle under Part A.

### Specific Exclusions applicable to Part A

We will not cover:

#### 1. Vehicle Deterioration

loss or Damage to Your Vehicle caused by, arising from or in any way connected with:

- a. depreciation, rust or corrosion or wear and tear; or
- b. general deterioration resulting from atmospheric conditions; or
- c. mechanical, structural, electrical or electronic failure or breakdown; or
- d. faulty design or workmanship.

#### 2. Tyres

loss or Damage to Your Vehicle's tyres by application of brakes, punctures, cuts, blowout or any road use.



### 3. Setting of Concrete/Bitumen

loss or Damage to any agitator, barrel, bowl or tanker trailer or pump and their fittings caused by the hardening or setting of concrete or bitumen, unless You, Your driver or any other covered persons have taken all reasonable steps to remove the concrete from the Vehicle.

### 4. Breakage of Blades

loss or Damage to blades, cutting edges, cutting discs, knives, drills, bits, hammers, wear plates, pulverizing and crushing surfaces, screens, sieves, belts, chains or conveyor belts forming part of Your Vehicle and/or plant, whilst such Vehicle or plant is being driven or operated.

### 5. Theft by hirer

theft or attempted theft of Your Vehicle by any hirer.

### 6. Repossession

loss or Damage to Your Vehicle caused by any person repossessing or attempting to repossess Your Vehicle, subject to a finance debt.

### 7. Loss of Oil / Coolant

loss or Damage to Your Vehicle or any resultant mechanical Damage caused by the loss of oil or coolant in Your Vehicle, provided:

This Exclusion will not apply if Your Vehicle:

- a. suffers Malicious Damage; or
- b. is Damaged by impact; or
- c. is Damaged by an unauthorised person driving Your Vehicle.

### 8. Pre-existing damage

the cost of repairing pre existing Damage or for the cost of fixing faulty repairs to Your Vehicle unless they were undertaken as the result of a claim under this Policy and with Our agreement.

### 9. Multiple Crane Lift

loss or Damage to any crane or lifting device if it is being used for a lifting operation in which the load is shared or rigged for use with another crane or lifting device.

## Part B – Liability to Third Parties

### Scope of Cover

Where Part B is selected as insured in the Schedule and Your Vehicle is registered or licensed as required by law for use on public roads, We will cover You for any amount for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor Vehicle accident which is partly or fully your fault up to the Limit of Indemnity applicable to Part B.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Vehicle and is subject to the applicable Excess(es), conditions, exclusions and Limit of Liability:

The most We will pay arising out of any one motor Vehicle accident is the Limit of Indemnity.

We also cover in accordance with Part B:

- a. any person who is driving, using or in charge of Your Vehicle with Your permission;
- b. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- c. Your employer, principal or partner, arising from Your use of Your Vehicle.

### Limit of Indemnity applicable to Part B

The maximum We will pay in respect of all claims arising from one accident or series of accidents resulting from the one original cause will not exceed:

- a. \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods (as defined by the Australian Dangerous Code) including cleanup, contamination or restitution of any land or waterway; or
- b. \$1,000,000 for all losses, arising from the transportation of Dangerous Goods (as defined by the Australian Dangerous Code) including cleanup, contamination or restitution of any land or waterway, provided:

We will not cover Your liability for any claim arising from the transportation of:

- Class 1 – Explosives
- Class 6.2 – Infectious Substances
- Class 7 – Radioactive Materials

### Additional Benefits applicable to Part B

To the extent that the Limit of Liability is not otherwise exhausted, unless otherwise stated:

#### 1. Bodily injury (CTP gap liability)

We will cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising from the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- a. driving or being in charge of Your Vehicle or a Substitute Vehicle;
- b. goods being carried by or falling from Your Vehicle or a Substitute Vehicle;



- c. loading or unloading Your Vehicle or a Substitute Vehicle; and
- d. We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver, driving or in charge of Your Vehicle with Your consent.

We will not cover You:

- a. if the event or series of related events that give rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - i. statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - ii. compensation scheme or fund, even if the amount recoverable is nil.
- b. any amount of a claim over that recoverable under any:
  - i. statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - ii. compensation scheme or fund.
- c. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - i. insure Your Vehicle;
  - ii. register Your Vehicle; or
  - iii. comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- d. or legal liability to any:
  - i. person driving or in charge of Your Vehicle;
  - ii. of Your employees; or
  - iii. Family Members.
- e. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- f. to the extent permitted by law, unless You or the person claiming under this section have notified Us of a claim under this section within six (6) months of You or that person first becoming aware of an intention to make a claim against You or that person.
- g. for legal liability caused by or arising from an intentional act by You or any other person.
- h. for any amount of exemplary, punitive or aggravated damages.

- i. if Your Vehicle is registered in the Northern Territory of Australia.
- j. if Your Vehicle is outside of Australia at the time of loss or accident.

## 2. Legal Costs

We will cover You for all legal costs and expenses incurred with Our written consent to defend or settle any claim, including costs incurred for Your representation at any enquiry or coroner's hearing.

We will pay this benefit in addition to the Limit of Indemnity applicable to Part B.

## 3. Vehicles under Tow

We will cover Your legal liability for loss or Damage to someone else's property caused by any Vehicle which is registered, or licensed to operate on a public road and which Your Vehicle was towing.

## 4. Non Owned Trailer

We will cover Your legal liability for loss or Damage to a trailer whilst in Your possession, custody or control, provided:

- a.
  - i. the trailer is not owned by You, or any party with whom You have a financial agreement;
  - ii. is not on hire to You;
  - iii. You have not agreed or assumed responsibility to arrange insurance; and
- b. the cover only applies to a trailer which is attached to a Vehicle insured under this Policy; and
- c. the cover only extends to one trailer, any one time, any one event; and
- d. the cover does not apply to the contents or goods being carried in any trailer, including any clean up costs associated with the contents or goods.

The maximum We will pay is \$100,000 per event, subject to the Limit of Liability for Part B not being exhausted.

## 5. Substitute Vehicle

We will cover Your legal liability for loss or Damage to someone else's property caused by a Substitute Vehicle You are driving whilst Your Vehicle is undergoing repairs or service, provided:

We will not provide this Additional Benefit if the Substitute Vehicle is subject to a self-drive hire agreement or for any Damage to the Vehicle You are driving.

## 6. Falling Goods

We will cover Your legal liability for Damage to someone else's property caused by goods falling from Your Vehicle.

## Specific Exclusions applicable to Part B

We will not cover:

### 1. Statutory Liability

any liability which is insurable under any Statutory or compulsory insurance policy or any Statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

### 2. Property Possession, Custody or Control

any liability incurred by You for loss or Damage to property that is owned by You, or Your Family Members, or in Your possession, custody or control, provided:

This exclusion will not apply to:

- a. Vehicles belonging to Employees or visitors contained within the confines of a car park owned or occupied by You; and
- b. premises leased or rented to You.

### 3. Tool of Trade

any liability incurred by You for loss or Damage caused by Your Vehicle, or any plant or equipment attached to Your Vehicle, if it is a tool or item of equipment, and is being used for the purpose for which it was designed, other than for driving on a public road or thoroughfare.

### 4. Fines, Penalties, Punitive Damages

any fines, penalties, or aggravated, exemplary or punitive damages.

### 5. Pollution

any claims caused by, arising from or in any way connected with the discharge, dispersal, release, seepage or escape of Pollutants or other contaminants into or upon buildings or other structures or water or land or the atmosphere. However, We will Indemnify You where liability arises from a sudden identifiable event that is unintended and unexpected by You and which takes place in its entirety at a specific time and place during the Period of Insurance.

### 6. Vibration

any liability caused by, arising from or in any way connected with loss or Damage to property caused by vibration or caused by the weight of Your Vehicle where the driver has ignored advisory signs or warnings.

### 7. Aviation

any liability caused by, arising from or in any way connected with the use of Your Vehicle whilst parked or operating at any Airport or Airfield.

### 8. Unregistered Vehicles

any liability caused by, arising from or in any way connected with the use of Your Vehicle if it is unregistered at the time of the event giving rise to the

claim provided:

This exclusion will not apply if You have complied with all statutory requirements allowing the movement of the unregistered Vehicle.

### 9. Rail Vehicles

any liability caused by, arising from or in any way connected with Your Vehicle if it is being used on rails or tracks.

## General exclusions

These general exclusions are applicable to Your Policy. Your Policy also contains specific exclusions that are applicable to Part A and Part B.

The Policy does not cover any loss, Damage or liability caused by, arising from or in any way connected with:

### 1. War

any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, or act of foreign enemy.

### 2. Nuclear Event, Substance or By-product

ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste; or
- b. from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission or fusion); or
- c. nuclear Weapons material.

### 3. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Property Insured.

### 4. Wilful acts

any actual or alleged:

- a. dishonest, fraudulent, criminal, unlawful, or malicious act;
- b. willful breach of any statute, contract or duty;
- c. conduct intended to cause loss, damage or liability with reckless disregard for the consequences;

by You or any person acting with Your knowledge, consent or connivance.

### 5. Territorial limits

an event or otherwise occurring or arising outside the Territorial limits.

### 6. Terrorism

death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless

of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

Your Policy also excludes any liability for death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

#### **7. Asbestos**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

#### **8. Unlicensed Drivers**

if Your Vehicle is driven by any person with Your consent who is not licensed to drive such a Vehicle under any relevant laws, by laws and regulations, provided:

This exclusion does not apply if You could not reasonably have known the driver of Your Vehicle was not correctly licenced.

#### **9. Driving Under the Influence of Alcohol/Drugs**

if Your Vehicle is driven by any person:

- a. whose faculties are impaired by any drug or intoxicating liquor; or

- b. who is convicted of driving, at the time of the accident, under the influence of intoxicating liquor or any drug; or
- c. with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law; or
- d. who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory, provided:

This exclusion does not apply if You could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the accident.

#### **10. Unsafe Vehicles**

if Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss or Damage, provided:

This exclusion does not apply if You could not reasonably have known the unsafe or unroadworthy condition of Your Vehicle.

#### **11. Overloaded Vehicles**

if Your Vehicle is used to carry a greater number of passengers or convey, lift, suspend or tow a load in excess of that for which Your Vehicle was constructed, provided:

This exclusion does not apply if You could not reasonably have known the Vehicle was being operated in such a manner.

#### **12. Participation**

if Your Vehicle is participating in or used in connection with, rally driving, motor racing, any activity on a racetrack, competitive motor sport event, an experiment, contest or other motor sports event.

#### **13. Hire, Fare and Reward**

if Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer.

#### **14. Approved Fuel Systems**

if Your Vehicle suffers Damage caused by incorrect fuel or additive or from the use of a fuel system in Your Vehicle which does not comply with Australian Standards.

#### **15. Underground**

if Your Vehicle is being used in underground excavation or underground mining activities.

#### **16. Contractual Liability**

if You except liability under any contract, undertaking or agreement, provided:

This exclusion does not apply if liability would have attached to You regardless of the contract, undertaking or agreement.

#### **17. Hire of Vehicles (Dry Hire)**

if Your Vehicle is hired out by You without a driver or operator, provided:

This exclusion does not apply to trailers insured under this Policy.

#### **18. Financial Loss**

for any financial loss incurred by You, because You cannot use Your Vehicle as the result of a claim under this Policy.

#### **19. Driver Restriction**

if Your Vehicle:

- a. is a prime mover and is being driven by any person who is under 25 years of age; or
- b. is a rigid truck of 5 tonnes or greater carrying capacity or is a bus or coach and is being driven by any person who is under 21 years of age, provided:

This exclusion does not apply if You have submitted to Us the driver's experience (driver's declaration) and licence history from the appropriate authority and We have agreed to waive the exclusion or provide cover, subject to any special conditions shown in the Schedule.

## **General conditions**

These general conditions are applicable to Your Policy. Your Policy also contains specific conditions that are applicable to Part A and Part B.

If You do not meet the applicable general conditions and specific conditions applicable to Part A and Part B, We may cancel Your Policy and/or reduce or refuse to pay a claim, to the extent permitted by law.

### **1. Breach of Conditions**

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

### **2. Reasonable care and maintenance**

You must take all reasonable care:

- a. to prevent loss, Damage or liability; and
- b. to maintain Your Vehicle(s) in sound condition and to minimise or avoid theft by maintaining security devices; and
- c. to comply with all Statutory obligations, by-laws, regulations, Public Authority requirements and safety requirements, including those relating to fire appliances; and

- d. to minimise any loss, Damage or liability; and
- e. to only employ competent employees, agents and contractors and ensure they meet the requirements specified in Clauses a. to e. above.

### **3. Non Payment of Premium by Instalments – Right to refuse a claim**

Where You pay Your premium by instalments, You must ensure that they are paid on time. If an instalment has remained unpaid for a period of at least fourteen (14) days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

### **4. Alteration to Use**

You must give Us written notice of any alteration to circumstances under which Your Vehicle is used and which is contrary to that which was disclosed in Your application for cover.

If We agree to the change, We will do so in writing and You must pay Us any additional premium We may require.

### **5. Other insurance**

You must give Us written notice of any insurance or insurances already affected, or which may be subsequently affected, covering, whether in whole or in part, the subject matter of the various Sections of Your Policy.

### **6. Waiver of subrogation rights**

To the extent permitted by law, We will not be liable to pay any benefits under the Policy for loss or Damage if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss or Damage.

### **7. GST Notice**

Your Policy has a GST provision in relation to Your premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read the Policy carefully. Seek professional advice if You have any queries about GST and Your insurance.

#### **a. Limit of Indemnity**

All monetary limits in Your Policy may be increased for GST in some circumstances (see below);

#### **b. Claim settlements – Where We agree to pay**

When We calculate the amount We will pay to You, We will have regard to the items below:

- i. Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under Your Policy), We will pay the GST amount.

We will pay the GST amount in addition to the Limit of Indemnity or other limits shown in Your Policy or in the Schedule.

If Your Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled;

- ii. Where We make a payment under Your Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

#### c. Disclosure – Input tax credit entitlement

If You register, or are registered, for GST, You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. Your Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## 8. Governing law and jurisdiction

Your Policy is governed by the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

## 9. Headings

Headings have been included for ease of reference only. The provisions of the Policy are not to be construed or interpreted by reference to such headings.

## 10. Other Interests

Your Policy does not provide cover in respect of the interest of any entity or person not named in Your Policy Schedule. Any persons or entities entitled to benefits under Your Policy shall be bound by the Conditions and Exclusions of Your Policy.

If any financier has an interest in any Vehicle insured under this Policy and We agree to settle Your claim by cash payment, We reserve the right to pay all or part of the claim proceeds to the financier. This will satisfy Our obligations to You under the Policy for the payment of Your claim.

## 11. Cross liability

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate Policy had

been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

## 12. Acquired Companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance, provided:

- a. You hold a controlling interest in the company;
- b. You advise Us of Your interest within 30 days from the date of acquisition;
- c. You advise Us the number of additional vehicles insured; and
- d. You pay Us any additional premium required.

## 13. Automatic Additions and Deletions

We will cover any replacement or additional Vehicles purchased, leased or otherwise acquired by You during the Period of Insurance, provided:

- a. such additional Vehicles are of a substantially similar type to the Vehicles declared by You to Us at the commencement of the Period of Insurance or are otherwise agreed by Us; and
- b. You provide Us with written notice of such acquisition within 30 days of purchase, unless otherwise agreed by Us; and
- c. You pay Us any additional premium We require in accordance with the premium adjustment clause agreed by Us; and
- d. We will pay any claim in accordance with a Basis of Settlement applicable to the Vehicle, after deduction of the Excess(es), provided:

The maximum We will pay is limited to \$500,000 unless otherwise shown in the Schedule, per event per Vehicle.

# Claims procedures

## In the event of a Claim

As soon as You become aware of anything happening which may result in a claim under Your Policy, You must, at Your own expense:

- a. immediately inform the Police of any malicious damage, theft, fraudulent conduct, attempted theft or loss of property;
- b. contact Us as soon as possible to advise how the loss, Damage or liability occurred;



- c. take all reasonable action to recover lost or stolen property and minimise the claim;
- d. as far as possible, preserve any Vehicles, plant or other items which might prove necessary or useful as evidence until We have had an opportunity to inspect them;
- e. give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim, including details of any other insurance effected by You or on Your behalf;
- f. as soon as reasonably practicable after the loss, Damage or relevant event (or any further time which We may allow in writing), deliver to Us a written claim including as detailed an account as is reasonably practicable of the circumstances surrounding the loss, Damage or event. You must provide Us with a statutory declaration if requested;
- g. immediately send Us any claim, writ, summons, or full details of any relevant legal or other proceedings such as an impending prosecution or inquest that You receive or of which You become aware;
- h. at all times, give Us all the information and assistance We may reasonably require.

You must not:

- a. admit liability for, or offer or agree to settle, any claim without Our written consent;
- b. authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, Damage, liability or injury, except to the extent allowed by Part A – Additional Benefit 8 – Emergency Temporary Repairs.

After You have advised Us of any loss, Damage or liability as set out in this General condition:

- a. You must comply with all the terms of the general conditions and specific conditions applicable to Part A and Part B before We will meet any claim under Your Policy;
- b. We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the Excess applied. Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;

- c. if You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:
  - i. inform Us immediately; and
  - ii. give Us the recovered or found Property Insured if We request You to do so.

## What happens after You make a claim

### 1. Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an accident.

### 2. Choice of repairer

We can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits) to:

- a. authorise the repairs at Your repairer of choice;
- b. pay You the reasonable cost of repairing Your Vehicle; or
- c. move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

### 3. Spare parts, extras and accessories

If We are unable to repair the part We use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available, appropriate parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory.

In the event that any spare part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

### 4. Sublet repairs

If Your Vehicle requires Us to engage the services of a specific specialist repairer and or supplier We may sublet that component to such repairer or supplier.



## 5. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

## 6. Payment of unpaid premium when Your Vehicle is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay Your claim:

- a. the amount of any unpaid premium for the Period of insurance will be deducted from the amount payable to You, and
- b. if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

## 7. Salvage

If Your Vehicle is a Total Loss and We have agreed to this Basis of Settlement:

- a. the wreckage of Your Vehicle will become Our property, and
- b. We will keep the proceeds of any salvage sale.

# Optional conditions

The following Optional conditions apply to the cover provided by this Policy when they are noted as being applicable in the Schedule.

### EC102 – Claims Experience Discount (CED)

At the end of the Period of Insurance for which this adjustment applies, We will adjust Your Premium in the event of the incurred claims during the Period of Insurance being less than 70% of the total base premium payable before charges. We will refund 50% of the difference between the annual premium paid and the incurred claims or such other amount as specified in the Schedule provided that:

- a. renewal of the Policy is effected with Us; and
- b. such refund is limited to a maximum of 10%, or such other amount specified in the Schedule, of the annual premium paid.

The adjustment shall be made 90 days after the Policy expires or as otherwise agreed by Us subject to the provision that all known claims have been lodged.

Note: "Incurred claims" means all claims paid during the Period of Insurance and what We have provided as a reserve for outstanding claims.

### EC103 – Burning Cost

We will adjust Your premium on the following basis:

#### a. Adjustment

- i. You must pay Us the deposit premium at the commencement of the Period of Insurance;
- ii. at expiry of the Period of Insurance the maximum and minimum premiums agreed at inception will be adjusted in accordance with any variation in the number of Vehicles covered or their values as required to be insured for in the forthcoming Period of Insurance;
- iii. incurred claims during the Period of Insurance will be multiplied by the claims adjustment factor agreed at inception of the Period of Insurance to ascertain final premium payable;
- iv. the difference between final premium payable and the original deposit premium shall be the premium adjustment subject to maximum and minimum premiums agreed in a. i above.

#### b. Cancellation

In the event of cancellation of the Policy during currency the overall premium payable by You will be determined by applying the formula prescribed in a. above but subject to the adjusted maximum and minimum premiums being calculated on a pro-rata basis.

#### c. Call-up

We retain the right to call up the difference, or part thereof, between the deposit and maximum premiums during the Period of Insurance if incurred claims exceed the deposit premium.

Note: "Incurred claims" means all claims paid during the Period of Insurance and what We have provided as a reserve for outstanding claims.

### EC106 – Annual Vehicle Adjustment

We will adjust Your Policy at the expiry of the Period of Insurance based on the number of Vehicles declared and/or their values. The basis of any adjustment premium will be 50% of the unit cost rate or other rate agreed (as the case may be) applied to the difference in the number of Vehicles and/or their value declared at inception and expiry of the Period of Insurance.

### EC108 – Aggregate Excess

We will agree to handle Your claims that fall within the Aggregate Excess, subject to the following conditions:

All Excesses apply within the Aggregate Excess, and continue to apply once the Aggregate Excess has been exhausted.

Adjustments performed in accordance with the rise and fall of vehicle numbers or asset value (or any other premium adjustment endorsement that may attach to this policy), will affect the Aggregate Excess as well as the deposit premium.

The Aggregate Excess will be eroded (debited) by the actual paid cost of repairs or other services, rather than the “assessed cost”.

All payments for repairs, third parties, assessors, investigators or any other service shall be paid direct by You. A copy of all such payments shall be provided to Us so these amounts may be contributed towards the Aggregate Excess where applicable.

In determining the amount to be applied towards the Aggregate Excess, the amount of the basic Excess and any other Excesses shall be deducted from the amount of the claim.

Note: “Aggregate Excess” means the amount shown in the Schedule that You must pay as the first part of any claim(s) during the Period of Insurance until the Aggregate Excess is exhausted.

## Optional benefits

The following Optional benefits apply to the cover provided by this Policy when they are noted as being applicable in the Schedule and if You have paid the additional premium that we may require.

### EC104 – Non Owned Trailer (Liability)

We will cover You, subject to the Conditions and Exclusions of the Policy for the Limit of Liability shown in the Schedule under cover option:

#### Part B – Liability to Third Parties

We will cover Your legal liability for loss or Damage to trailer(s) whilst in Your possession, custody or control, provided:

- a.
  - i. the trailer is not owned by You, or any party with whom You have a financial agreement;
  - ii. is not on hire to You;
  - iii. You have not agreed or assumed responsibility to arrange insurance; and
- b. the Indemnity only applies to any trailer(s) which are attached to a Vehicle insured under this Policy; and
- c. the Indemnity does not apply to the contents or goods being carried in any trailer, including any clean up costs associated with the contents or goods.

The maximum We will pay is the Limit of Liability shown in the Schedule for this Optional benefit.

### EC105 – Dangerous Goods

The Limit of Indemnity – Part B b. in respect of Your Vehicle being used for the transportation Dangerous Goods (as defined by the Australian Dangerous Goods Code) is amended, provided:

The maximum We will pay is the Limit of Liability shown in the Schedule for this Optional benefit.

### EC107 – Hire, Fare and Reward

General exclusion 13. Hire, Fare and Reward is deleted from the Policy.

### EC111 – Hook Liability

We will cover You subject to the conditions and exclusions of the Policy for the Limit of Liability shown in the Schedule under cover option:

#### Part B – Liability to Third Parties

We will cover Your legal liability for loss or Damage to someone else’s property or Vehicle, in Your possession, custody or control, whilst being towed, carried, lifted or lowered by a Vehicle insured under this Policy provided:

The maximum We will pay is the Limit of Liability shown in the Schedule for this Optional benefit.

### EC112 – Non Owned Trailer (Comprehensive)

We will cover You, subject to the conditions and exclusions of the Policy for the Sum Insured and Limit of Liability shown in the Schedule under cover options:

- Part A – Loss or Damage; and
- Part B – Liability to Third Parties.

We will cover loss or Damage to trailer(s) whilst in Your possession, custody or control, provided:

- a.
  - i. the trailer is not owned by You, or any party with whom You have a financial agreement;
  - ii. is not on hire to You; and
- b. the indemnity does not apply to the contents or goods being carried in any trailer, including any clean up costs associated with the contents or goods.

The maximum We will pay is the Sum Insured and/or Limit of Liability shown in the Schedule for this Optional benefit.

### EC121- Dry Hire

We will cover You, subject to the conditions and exclusions of the Policy:

- Part A – Loss or Damage; and
- Part B – Liability to Third Parties.

We will cover You for loss or Damage and Your legal liability arising from Your Vehicle whilst it is hired out to third parties without an operator, provided:

- a. You have enquired whether the operator is authorised under all relevant legal requirements to operate the Vehicle; and
- b. You have provided the hirer or operator of the Vehicle with operating instructions; and
- c. You have entered into a written agreement with the hirer that expresses the terms, conditions of the Vehicle hire and responsibilities for maintenance and security of the Vehicle.

The maximum We will pay is the Sum Insured and/or the Limit of Liability shown in the Schedule for this Optional benefit.

### **EC122- Hired In Plant**

We will cover You subject to the conditions and exclusions of the Policy:

- Part A – Loss or Damage; and
- Part B – Liability to Third Parties.

We will cover You for loss or Damage and Your legal liability arising from Vehicle(s) hired in by You, provided:

- a. the Vehicle(s) are similar to those insured in the Schedule; and
- b. You have entered into a written agreement with the owner of a Vehicle that expresses the terms, conditions of the Vehicle(s) hire and responsibilities for maintenance and security of the Vehicle(s).

The maximum We will pay is the Sum Insured and/or the Limit of Liability shown in the Schedule for this Optional benefit.

### **EC123 – Passengers Baggage (Bus or Coach)**

We will cover You, subject to the conditions and exclusions of the Policy for loss or Damage, including theft to passengers baggage whilst being transported within Your bus or coach, provided:

This Optional benefit will not cover:

- a. theft, unless there is forcible entry to Your securely locked Vehicle;
- b. cash or any negotiable security;
- c. baggage loaded by any passenger;
- d. baggage unaccompanied by the owner;
- e. loss or Damage caused by:
  - i. depreciation or wear and tear;

- ii. deterioration resulting from atmospheric conditions.

The maximum We will pay is limited to \$750 per passenger, per event and further limited to \$15,000, any one Period of Insurance. This Optional benefit is subject to a \$100 Excess per passenger per event.

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## Claims Promise

- All new claims will be acknowledged within 24 hours
- Acceptance or denial of a claim will be confirmed within 5 days of receipt of all information
- Settlement cheques will be processed within 48 hours of receipt of final documentation
- Assessment will be attended to within 24 hours of notification
- Vehicle assessment will be made within 48 hours of availability
- We will keep customers informed on claims progress
- We will keep customers informed on repair progress



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