

# Driveline Essential Taxi Package

Product Disclosure Statement and Policy Document



Sydney Brisbane Townsville Melbourne Adelaide Darwin Perth Newcastle Albury



**INSURANCE**

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



# Table of contents

	Page
<b>Introduction</b>	2
Other information	2
Summary of the available covers	3
General definitions	7
General Exclusions	8
General Conditions	9
Claims procedures	10
<b>Section 1 – Taxi Motor</b>	11
Definitions applicable to Section 1	11
Excesses applicable to Section 1 Parts A and B	12
Part A – Loss or Damage	12
Additional Benefits applicable to Section 1 Part A	13
Specific Conditions applicable to Section 1 Part A	14
Specific Exclusions applicable to Section 1 Part A	14
Part B – Liability to third parties	15
Additional Benefits applicable to Section 1 Part B	15
Specific Exclusions applicable to Section 1 Part B	16
Specific Exclusions applicable to Section 1	17
Specific Conditions applicable to Section 1	17
Specific Claims procedures applicable to Section 1	18
Choice of repairer	18
Spare parts, extras and Accessories	18
Optional Benefits applicable to Section 1	19
<b>Section 2 – Public and Products liability</b>	20
Definitions applicable to Section 2	20
Limit of Indemnity applicable to Section 2	22
Specific Exclusions applicable to Section 2	23
Specific Conditions applicable to Section 2	26
Optional Benefit applicable to Section 2	27

# Introduction

Welcome and thank you for choosing the Global Transport Driveline Essential Taxi Package Policy.

## The Insurer

Allianz Australia Insurance Limited (Allianz) AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

## The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd (GT Insurance) 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 and mobile plant and related insurances. GT Insurance acts as agent on behalf of Allianz to market, solicit, offer, arrange and administer the insurance. GT Insurance has a binding authority to issue contracts of insurance and to deal with or settle claims on behalf of Allianz. If You need information about this insurance, in the first instance contact GT Insurance.

## About this insurance

This Policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act 2001 and contains information designed to help You decide whether to buy it.

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.

The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of the Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act.

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: 27/08/2018.

## Updating the PDS

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using our details on the back cover of this PDS). Other documents may form part of Our PDS and Policy. If they do We will tell You in the relevant document.

## 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 the 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:

GT Insurance  
Level 6, 55 Chandos Street, St Leonards, NSW, 2065  
P.O. Box 507, St Leonards, NSW, 1590  
Website: [www.gtins.com.au](http://www.gtins.com.au)  
Phone: (02) 9966 8820  
Fax: (02) 9966 8840

## Summary of the available covers

You can apply to buy any of the following – You choose what You need. This is a basic summary of the different covers available. You are only covered for the cover sections that are shown as insured in Your Schedule. You need to read the Policy for full details of the cover and the relevant limits, Excess(es), exclusions and conditions that apply.

### Section 1 – Taxi Motor

Section 1 Part A covers specified loss or Damage to Your Taxi that occurs during the Period of Insurance and within the Territorial Limits.

Section 1 Part B covers 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 an Accident that occurs during the Period of Insurance and within the Territorial Limits.

Where Your Schedule shows a monetary amount against the Sum Insured then Your Taxi is covered for Section 1 Part A and Part B.

Where Your Schedule shows "Third Party Liability" against the Sum Insured then Your Taxi is covered for Section 1 Part B only.

### Section 2 – Public and Products Liability

This Section provides cover in respect of Personal Injury, Property Damage or Advertising Injury. This Section does not cover the entire spectrum of legal liabilities which You may be compelled to bear under the terms which are frequently inserted into commercial business contracts by principals, lessors or other parties.

### No Workers Compensation cover

This Policy does not include workers compensation cover. Such cover is compulsory for employers and You should arrange separate insurance.

## Applying for cover

When You apply by completing Our Proposal 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 Excess(es) 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 agree to pay Us the premium for the cover provided;
- of the verbal and/or written information provided by You which must have been given in accordance with Your Duty of Disclosure.

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 voiding the Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and consequences of non-disclosure 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; and
- 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 cover sections specified 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 this document or Your Schedule.

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 Excess(es) or have a high claims experience, Your premium usually increases. If You select lower limits, choose higher Excess(es) 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.

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 to Government charges being added.

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

GT Insurance may also charge You a Policy fee which will be shown in Your Schedule. The Policy fee is charged for arranging the issue of Your Policy.

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 Policy commencement date. If You fail to pay the premium, We may be entitled to reduce or refuse to pay a claim and/or cancel the Policy.

### Instalment Premiums

If You pay Your premium by instalments refer to the "General Conditions" section for important details on Your and Our rights and obligations.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid.

This is confirmed in the Schedule We issue to You.

If You pay Your premium by way of instalments and:

- the premium instalment remains unpaid for at least 14 days after the due date of the instalment, We may refuse to pay any claim under the Policy arising from an event occurring after the due date of the instalment;
- the premium instalment remains unpaid for at least one month after the due date of the instalment, We may cancel Your Policy by providing You with written notice of cancellation.

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

You are required to comply with the terms and conditions of this 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 this 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 to make a claim are provided in this document under the Claims Procedures section and Specific Claims Procedure applicable to Section 1.

## Cooling off period

You can exercise Your cooling off rights and cancel the Policy within 21 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" on next page.

## 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 insureds named as the insured or from a person authorised to act as agent of all such persons.

### How We may cancel the Policy

We have the right to cancel the Policy where permitted by and in accordance with law.

For example, We may cancel:

- if You fail to comply with Your Duty of Disclosure;
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
- 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 business days notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally, emailed or posted to You at the address last notified to Us or delivered to Your intermediary.

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 We incur related to the acquisition and termination of the Policy and any Government taxes or duties We cannot recover.

If the Policy is cancelled from an effective date which is after the commencement date then no part of the Policy Fee will be refunded.

In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured or Market Value for property insured no return of premium will be made for any unused portion of the premium on the property insured.

### 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, and the premium funding company requests cancellation of the Policy, 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 this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984. The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

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

When answering our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

### Your Duty of Disclosure when You vary, extend or reinstate the contract

When You vary, extend or reinstate the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

### What You do not need to tell Us

Your duty however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

### Non-disclosure

If You fail to comply with Your duty of disclosure We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

If Your non-disclosure is fraudulent We may also have the option of avoiding the contract from its beginning.

## Privacy notice

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our' and 'Us' means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Ltd.



## How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist Us in investigating or processing claims including third parties claiming under Your Policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that You are part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases and publicly available sources.

## Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims, make offers of products and services provided by Us, Our related companies, brokers, intermediaries and business partners and others that We have an association with that may interest You and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling:

- GT Insurance on (02) 9966 8820, EST 8.45am-5pm, Monday to Friday, or by writing  
GT Insurance, PO Box 507, St Leonards NSW 1590.

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

## Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to Government, law enforcement, dispute resolution, statutory or regulatory bodies, industry databases or as required by law.

## Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection as detailed above and system administration.

## Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling:

- GT Insurance on (02) 9966 8820, EST 8.45am-5pm, Monday to Friday, or by writing  
GT Insurance, PO Box 507, St Leonards NSW 1590.

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at [www.gtins.com.au](http://www.gtins.com.au) and [www.allianz.com.au](http://www.allianz.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## Your consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, 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.

You can obtain more information on the Code of Practice and how it assists You by contacting Us.



## Complaints – Internal and external complaints

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 request a copy of our procedures, use our contact details on the back cover. If you are not satisfied with our response or a decision is not reached within 45 days, you may lodge a complaint with an external dispute resolution scheme which is independent and free to you (subject to it falling within its relevant terms and rules) as follows:

The Australian Financial Complaints Authority  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001.

## 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 will send You 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.

## 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 GT Insurance or Your intermediary.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## General definitions

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

**Accident** means an unexpected, unforeseen or unintended incident involving Your Taxi.

**Accidental Damage** means Damage as the consequence of an Accident.

**Business** means the business, carried on by You or on Your behalf at or from the premises and any trade or occupation incidental to that business.

**Damage(d)** means physical loss or destruction.

**Dangerous Goods** means substances or materials specified as such under the Australian Dangerous Goods Code (ADG Code) (or any equivalent or replacement thereof) and diesel.

**Employee(s)** 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.

**Event** means one incident or all incidents of a series consequent upon or attributable to one originating cause.

**Excess(es)** means either the amount(s) of money specified in the Schedule or otherwise stated in Your Policy for each cover section that You must contribute as the first payment for each claim.

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

- a) Your parent, sibling or child; or
- 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 cover section.

**Limit of Indemnity** means the amount stated in the Schedule or within this Policy. This is the maximum amount We will pay for any claim or claims arising from one Event.

**Malicious Damage** means intentional Damage done to Your Taxi by someone else without Your consent.

**Optional Benefit** means the endorsements or clauses described under the Optional Benefits section of each cover section (where applicable) of this Policy. Optional Benefits are not applicable unless they are shown as being applicable in Your Schedule.

**Period of Insurance** means the period commencing on the effective date and ending at 4pm on the expiry dates as shown in Your Schedule, unless the Policy otherwise ends earlier in accordance with its terms or the law.

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

**Pollutants** means any solid, liquid, gaseous, 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, including any on-line application, and in which You provided the information upon which We relied in deciding to issue You with 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 property insured, Sums Insured, Excess(es), Limits of Indemnity, sub limits, additional endorsements and/or conditions and premium. It also includes any documents that We agree in writing will form part of the Schedule.

**Standby Taxi** means a vehicle clearly signed to state that it is a "Standby Taxi" with approval from the appropriate regulatory body. The vehicle must be clearly signed to show the Taxi Cooperative or Taxi Company to which it belongs. Standby Taxis are covered for Section 1 Part B only and Section 2, if taken, unless noted otherwise on the schedule.

**Taxi** means the motor vehicle(s) described in Your Schedule or other documents forming Your Policy, including:

- a) sign writing, LP Gas fittings, taxi meter, external vacancy roof light, fit-out for ramp and/or hoist; and
- b) standard tools, standard Accessories (as defined in Section 1) or standard appliances as supplied by the vehicle manufacturer whilst attached to or within Your Taxi.

**Territorial Limits** means the geographical area anywhere within Australia or New Zealand unless stated otherwise within an individual cover section or in the Schedule.

**We, Us, or Our** means Allianz Australia Insurance Limited acting through its subsidiary underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd.

**You, Your, Yourself** means those persons named as "the Insured" in the Policy Schedule. They are the contracting insured(s).

Where applicable and in the context of the wording, this also means other third parties or persons who are specifically provided with cover in the definition of You or Your under a specific cover section of the Policy.

## General Exclusions

These General Exclusions are applicable to all cover sections of Your Policy. Each cover section of Your Policy also contains Specific Exclusions that are applicable to that cover section. In some cases further Specific Exclusions may be included in Your Schedule.

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

### 1. Asbestos

any actual or alleged liability whatsoever for any claims 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.

This exclusion applies notwithstanding any provisions to the contrary within this Policy or any endorsement thereto.

### 2. Contractual liability

any liability which arises from any contract, undertaking or agreement by You unless such liability would have attached to You regardless of the contract, undertaking or agreement.

### 3. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation, or requisition of the property insured.

### 4. Nuclear Event, substance or by-product

ionising radiation or contamination by radioactivity from:

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

### 5. Territorial Limits

an Event or other circumstances occurring or arising outside the Territorial Limits except as specifically stated otherwise in the appropriate cover section.

## 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 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. 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.

## 8. Wilful acts

any actual or alleged:

- a) dishonest, fraudulent, criminal, unlawful or malicious act;
- b) wilful breach of any statute, contract or duty; or
- 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.

## 9. Prohibited cover or payments (Sanctions)

and irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund of premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such

benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

## General Conditions

These General Conditions are applicable to all cover sections of Your Policy. Each cover section also contains Specific Conditions that are applicable to that cover section. In some cases, further Specific Conditions may be included in Your Schedule.

If You do not meet the applicable General Conditions and Specific Conditions (other than the cancellation condition), 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. 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.

### 3. GST notice

Your Policy has a GST provision in relation to Your premium and Our payments 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.

### Sum Insured/Limit of Indemnity

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

### Claim Settlements – Where We agree to pay

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

- a) Acquisition of goods, services or repairs

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 Sum Insured or Limit of Indemnity or other limits shown in Your Policy or in Your Schedule.

If Your Sum Insured or 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.

b) Payment as compensation

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 credits that You would have been entitled to had the payment been applied to a relevant acquisition.

**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.

**4. 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.

**5. 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 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

**6. 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 cover sections of Your Policy.

**7. Premium adjustment**

If the premium for this Policy has been calculated on any estimates given by You, You must keep accurate records containing all relevant particulars and at any reasonable time allow Us to inspect such records.

Following the expiry of each Period of Insurance You must supply Us with such records as We may reasonably require so that the premium for that period may be calculated. Subject to any minimum premium applicable, the difference must be paid by You

**8. Reasonable care and maintenance**

You must take all reasonable care:

- a) to minimise or prevent loss, Damage or liability;
- b) to maintain Your property insured in sound condition and to minimise or avoid theft by ensuring that security devices are maintained in good working order;
- 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 only employ competent Employees, agents and contractors and ensure they meet the requirements specified in clauses a) to c) above.

**9. 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 unless otherwise agreed by Us in writing.

**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 products, appliances, 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, and the amount claimed. 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 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 or liability.

After You have advised Us of any loss, Damage or liability:

- a) You must comply with all terms of the General Conditions and Specific Conditions 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 payment made by Us plus any 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) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
- d) We may pay You the Limit of Indemnity under the applicable cover section or any lesser amount for which a claim or claims under that cover section may be reasonably settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You, that We previously agreed to pay;
- e) 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.

# Section 1 – Taxi Motor

## Definitions applicable to Section 1

**Accessory or Accessories** means:

- a) global positioning system (incorporating mobile data terminal and 2 way radio), cabling and antenna, surveillance camera, safety screen; and
- b) any agreed non-manufacturer accessories or equipment fitted to Your Taxi which are noted on Your Policy Schedule, Renewal Schedule or an endorsement or as otherwise specifically covered by Your Policy.

**Airfield, Airport** means an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

**Market Value** means the amount We determine represents the cost of replacing Your Taxi with a similar item of the same make, model, age and condition as the insured Taxi was immediately prior to the loss or Damage (exclusive of GST, stamp duty, registration, insurance, delivery costs and transfer fees).

**Sum Insured** means the amount stated in Your Schedule and is the maximum amount We will pay less any applicable Excesses.

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

**Total Loss Amount** means the lesser of the Market Value or the Sum Insured specified for Your Taxi less deduction of any applicable Excess(es).

**You or Your** means

- a) those persons named as “the Insured” in the Policy Schedule. They are the contracting insured(s);
- b) the subsidiary companies and other entities in which a person referred to in clause a) above has a controlling interest at the commencement of the Period of Insurance and other third parties who are specifically provided with cover under the Policy provided that:
  - (i) such persons can make a claim for benefits under the Policy entered into by You in accordance with the Policy terms and conditions. This right arises solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They do not enter into any agreement with Us and are not charged by Us for the right to make a claim for those benefits. Neither We nor You hold anything on trust for, or for the benefit or on behalf of such persons;
  - (ii) such persons have no right to cancel or vary the Policy or its cover – only You (as the contracting insured) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such person’s consent to do so; and
  - (iii) We do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to You as the only person We have contractual obligations to under the Policy.



## Excess

### Excesses applicable to Section 1 Parts A and B

Excesses are shown in Your Policy and Schedule. You may be required to pay more than one Excess. All Excesses are cumulative and apply to each and every Taxi for each and every Event, unless We state otherwise.

The cumulative amount of the applicable Excesses is the amount You must contribute as the first payment for each claim. We will only pay for amounts above the cumulative amount of the applicable Excesses You are required to pay.

Request or payment of any Excess amount should not be regarded as an acceptance of liability for a claim under the Policy.

#### Basic Excess

The basic Excess is shown in the Schedule and is the first amount You must contribute to each claim. Other Excesses may apply in addition to the basic Excess. These additional Excesses are shown in following and/or in Your Schedule.

#### Age or inexperienced drivers Excess

- a) under 21 years of age – \$700; or
- b) under 21 years of age with less than 2 years experience – \$1,000; or
- c) aged 21 and under 25 years of age – \$350; or
- d) aged 21 and under 25 years of age with less than 2 years experience – \$650; or
- e) aged 25 years or over with less than 2 years experience – \$300

#### Late Reported Claim Excess

In the event of any claim being reported after a period exceeding 30 days from the date of the loss, Damage or liability, then the basic Excess will be:

- a) doubled for any claims reported 31 to 60 days after the date of loss; or
- b) tripled for any claims reported 61 or more days after the date of loss.

#### Other Excess

There may be other Excesses that apply to an Optional Benefit or additional endorsement or condition. These Excesses, if applicable, will be shown in the applicable wording in this Policy or in Your Schedule.

## The Cover

Where this cover section is selected and shown as insured in Your Schedule and subject to the terms and conditions of this Policy the following cover options are available:

1. Part A – Loss or Damage; and
2. Part B – Liability to third parties.

### Part A – Loss or Damage

#### Scope of Cover

Where Your Taxi is insured for cover option Section 1 Part A We will cover You in accordance with the Basis of settlement for:

- a) Accidental Damage to Your Taxi including Damage caused by flood or earthquake;
- b) loss or theft of Your Taxi where Your Taxi is not recovered or is recovered Damaged;
- c) Malicious Damage to Your Taxi,

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

#### Basis of settlement applicable to Section 1 Part A

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

#### Repair

If Your Taxi is Damaged and We consider it safe and economical to repair, We will pay for the reasonable costs to repair Your Taxi to its condition before it was Damaged.

If any of Your Taxi's Accessories are Damaged We will pay:

- a) the cost to repair the Accessories; or
- b) the Market Value for the Accessories, whichever is the lesser.

#### Total Loss

If your Taxi is a Total Loss, We will:

- a) pay the Market Value or the Sum Insured, whichever is the lesser, for Your Taxi and Accessories if they are not salvageable less:
  - (i) \$200 for the Taxi meter if You retain possession of it; and/or
  - (ii) \$150 for the external vacancy roof light if You retain possession of it; or
- b) replace Your Taxi Accessories if they are not salvageable.

If Your Accessories are salvageable We will pay the following costs for de-installation and reinstallation on Your replacement taxi, provided that these costs in addition to any necessary repair costs for them are less than the Market Value or Sum Insured, whichever is the lesser, for these Accessories:

- (i) \$125 for de-installation and \$400 for reinstallation of the global positioning system incorporating the mobile data terminal and 2 way radio, cabling and antenna;
- (ii) \$75 for de-installation and \$300 for reinstallation of the surveillance camera and safety screen; and
- (iii) \$75 for de-installation and \$75 for reinstallation of the Eftpos equipment.

#### Contribution

If, in the course of repairing Your Taxi, it is necessary to repair it to a better condition than it was before the loss or Damage occurred, We may ask You to contribute the additional amount above the amount We reasonably believe represents the amount to repair it to the same condition.

### Limit of Indemnity applicable to Section 1 Part A

We will not pay more than the Market Value or Sum Insured in accordance with the Basis of settlement in respect of any one Taxi for any one claim made during the Period of Insurance plus any Additional Benefits We have agreed to pay.

Our liability for loss or Damage under this Section 1 Part A to any number of Taxis arising from the one Event will not exceed \$10,000,000 inclusive of any Additional Benefits, applied Optional Benefits and endorsements, unless specified otherwise in the Policy or Your Schedule.

### Additional Benefits applicable to Section 1 Part A

The following Additional Benefits apply if We have accepted a claim under Section 1 Part A of this Policy unless stated otherwise.

They are in addition to the Limit of Indemnity applicable to Section 1 Part A unless stated otherwise in Your Schedule.

#### 1. Delivery expenses

If Your Taxi suffers loss or Damage, for which a claim is accepted under Section 1 Part A of this Policy or if it is stolen and recovered undamaged, We will pay the cost of returning Your Taxi to You at Your usual place of garaging or depot.

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

#### 2. First aid kit

If Your Taxi suffers loss or Damage for which a claim is accepted under Section 1 Part A of this Policy We will pay the reasonable costs to restock or replace any first aid kit that was necessarily used at the time of loss or Damage.

### 3. Keys and locks

If during the Period of Insurance the keys of Your Taxi become lost or the locks are Damaged or there are reasonable grounds to suspect that the keys have been duplicated, We will pay the cost of replacing such keys or locks.

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 Taxi.

We will pay this Additional Benefit whether or not We have accepted a claim under Section 1 Part A of the Policy.

### 4. Recovery expenses

If Your Taxi suffers loss or Damage for which a claim is accepted under Section 1 Part A of this Policy We will pay the costs necessarily incurred for the clean up, recovery and removal of Your Taxi to the nearest repairer approved by Us.

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

### 5. Repatriation/Accommodation expenses

If Your Taxi suffers loss or Damage for which a claim is accepted under Section 1 Part A of this Policy and it was more than 300kms from its depot or usual place of garaging, and Your Taxi is un-roadworthy to drive, We will reimburse You the reasonable cost:

- a) to return Your driver and any non-paying passengers to their destination or point of departure; or
- b) for emergency overnight accommodation for Your driver and any non-paying passengers.

The maximum We will pay is limited to \$1,000 per Event.

### 6. New motor vehicle replacement for Total Loss

If We consider Your Taxi to be a Total Loss within one year of its original registration, We will replace Your Taxi with a new vehicle of the same or similar make and model. In replacing Your Taxi with a new vehicle, We will pay the associated delivery and stamp duty charges. We will not pay for registration, insurance and other associated costs.

However, where:

- a) Your Taxi's model has been deleted from the manufacturer's range or has been superseded by a vehicle We consider is significantly different;
- b) Your Taxi was purchased as an end of series or run-out model;
- c) We are unable to replace Your Taxi; or
- d) You elect not to replace Your Taxi under this Additional Benefit,

We will only pay the actual purchase price You paid for the Taxi including Accessories, delivery charges and stamp duty, if they formed part of Your purchase, less any applicable Excess(es).



## Specific Conditions applicable to Section 1 Part A

### Marine average

If Your Taxi is being transported by sea between places within the Territorial Limits during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Market Value or Sum Insured, whichever is the lesser, whether or not loss or Damage is suffered by Your Taxi that is covered under Section 1 Part A.

## Specific Exclusions applicable to Section 1 Part A

In addition to the General Exclusions We will not pay under this Section 1 Part A any loss, Damage or liability directly or indirectly caused by, arising from or in any way connected with:

### 1. Advertising

loss or Damage to any advertising fixtures or signs attached to Your Taxi.

### 2. Deterioration

loss or Damage to Your Taxi including any resultant mechanical Damage due to:

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

However, other than resultant mechanical Damage, We will cover Damage resulting directly from an Accident or fire caused by such failure as stated in 2. c) or 2. d) above.

### 3. Incorrect fuel or non-approved fuel systems

loss or Damage to Your Taxi caused by:

- a) the use of incorrect fuel or additive; or
- b) the use of a fuel system in Your Taxi:
  - (i) which is situated in Australia and which does not comply with Australian Standards; or
  - (ii) which is situated in New Zealand and which does not comply with New Zealand Standards.

### 4. Loss of fuel

the loss of or theft of fuel from Your Taxi or for the cost or replacement of contaminated fuel in Your Taxi.

### 5. Loss of oil/coolant

loss or Damage to Your Taxi or any resultant mechanical Damage caused by, arising from, in consequence of, or in any way connected with the loss of oil or coolant in Your Taxi. For the avoidance of doubt, and subject to the exceptions listed below, this exclusion still applies even if the loss of oil or coolant in Your Taxi is caused by, or occurs as a result of an Accident. For example, this means We will not cover any loss or Damage to Your Taxi, or any resultant mechanical Damage, caused by, arising from, in consequence of, or in any way connected with the loss of oil or coolant that has occurred due to the failure to:

- a) properly secure a cap, plug or seal; or
- b) replenish the level of oil or coolant to at least the minimum recommended by the manufacturer.

Exceptions:

However, this exclusion will not apply if Your Taxi:

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

### 6. Pre-existing Damage

the cost of:

- a) repairing pre-existing Damage; or
- b) fixing faulty repairs to Your Taxi unless the repairs were undertaken as the result of a claim under this Policy and with Our agreement.

### 7. Repossession

loss or Damage to Your Taxi caused by any person repossessing or attempting to repossess Your Taxi due to a finance debt.

### 8. Theft by hirer

theft or attempted theft of Your Taxi by any hirer.

### 9. Tyres

loss or Damage to Your Taxi's tyres by application of brakes, punctures, cuts, blowout or any road use unless caused as a result of an Accident which is an Event covered under Section 1 Part A of this Policy.

## Part B – Liability to third parties

### Scope of Cover

Where Your Taxi is registered or licensed as required by law for use on public roads, and is insured for cover option Section 1 Part B, 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 an Accident that occurs during the Period of Insurance and within the Territorial Limits which is partly or fully Your fault, up to the Limit of Indemnity applicable to this Section 1 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 Taxi and is subject to the applicable Excess(es), conditions, exclusions and Limit of Indemnity.

The Indemnity provided under Section 1 Part B will apply to:

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

### Limit of Indemnity applicable to Section 1 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) \$35,000,000 for all claims inclusive of any Additional Benefits or applied Optional Benefits but excluding any claims arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway; or
- b) \$1,000,000 for all claims inclusive of any Additional Benefits or applied Optional Benefits arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway.

We will not cover Your liability for any claim arising from, or in any way connected with, the transportation of the following types of Dangerous Goods:

- a) Class 6, Division 6.2 – Infectious Substances; or
- b) Class 7 – Radioactive Material.

## Additional Benefits applicable to Section 1 Part B

The following Additional Benefits apply if We have accepted a claim under Section 1 - Part B of the Policy and to the extent that the Limit of Indemnity is not otherwise exhausted, unless otherwise stated.

### 1. Supplementary Bodily Injury

We will cover:

- a) You; or
- b) a currently licensed driver of Your Taxi driving the Taxi with Your consent.

for legal liability for death and bodily injury caused by or arising from the use of Your Taxi or from one or more of the following Events provided Your Taxi is registered for use on a public road when the liability is incurred:

- a) driving or being in charge of Your Taxi;
- b) goods being carried by or falling from Your Taxi; or
- c) loading or unloading Your Taxi.

We will also cover the legal liability of a passenger for death and bodily injury caused by or arising from them travelling in, or getting into or out of, Your Taxi with:

- (i) Your permission; or
- (ii) the permission of a currently licensed driver that was driving or in charge of Your Taxi with Your consent.

We will not provide cover:

- 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 scheme, arrangement or policy; or
  - (ii) compensation scheme or fund, even if the amount recoverable is nil;
- b) for any amount of a claim over that recoverable under any:
  - (i) statutory or compulsory insurance scheme, arrangement or policy; or
  - (ii) compensation scheme or fund;
- c) if the legal liability would have been covered or indemnified in any way if You, or the owner, had not failed to:
  - (i) insure Your Taxi;
  - (ii) register Your Taxi; or
  - (iii) comply with the requirements of any statutory or compulsory insurance scheme, arrangement or policy or compensation scheme or fund;

- d) for legal liability to compensate any:
  - (i) person driving or in charge of Your Taxi;
  - (ii) of Your Employees; or
  - (iii) Family Members;
- e) for legal liability to compensate any person 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 cover section have notified Us of a claim under this cover section within six 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 Taxi is registered in the Northern Territory of Australia; or
- j) if Your Taxi is outside of the Territorial Limits at the time of loss or Damage.

## 2. Emergency, fire and police authorities

Where a claim has been accepted under Section 1 Part B of this Policy We will cover You for costs levied against You as a result of loss or Damage involving Your Taxi by:

- a) any emergency authority;
- b) any fire brigade; or
- c) any police force.

The maximum We will pay is \$25,000 per Event.

## 3. Falling goods

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

## 4. Legal costs

We will cover You for all legal costs and expenses incurred with Our written consent to defend or settle any claim arising from an Accident involving the use of Your Taxi, including costs incurred for Your representation at any enquiry or coroners hearing.

We will pay this benefit in addition to the Limit of Indemnity applicable to Section 1 Part B.

## 5. Standby Taxi

We will cover you under Section 1 Part B when You use a Standby Taxi as a temporary substitute for Your Taxi provided Your current taxi plate is fitted to the Standby Taxi and the taxi plate is already covered by this Policy.

Should Your Taxi be classed as a Total Loss We will provide this cover for up to 14 days after We pay the Total Loss Amount for Your Taxi or when a replacement vehicle has been registered with the taxi plate from the Total Loss, whichever is the earliest.

## Specific Exclusions applicable to Section 1 Part B

In addition to the General Exclusions We will not pay under this Section 1 Part B any loss, Damage or liability directly or indirectly caused by, arising from or in any way connected with:

### 1. Aviation

the use of Your Taxi whilst parked or operating at any Airport or Airfield.

### 2. Fines, penalties or punitive Damages

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

### 3. Pollution

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.

### 4. Property in Your possession, custody or control

or incurred by You for loss or Damage to property that is:

- a) owned by You;
- b) owned by the Employee driver of Your Taxi; or
- c) in Your possession, custody or control.

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; or
- b) premises leased or rented to You.

### 5. Rail vehicles

Your Taxi if it is being used on rails or tracks.

### 6. Statutory liability

or that is insurable under any statutory or compulsory insurance scheme, arrangement, policy or compensation scheme or fund covering such legal liability, or would have been if not for Your failure to:

- a) insure Your Taxi;
- b) register Your Taxi; or
- c) comply with the requirements of any statutory or compulsory insurance scheme, arrangement, policy or compensation scheme or fund.

## 7. Tool of trade

- a) any plant or equipment attached to Your Taxi, if it is a tool or item of equipment; or
- b) any plant or equipment attached to any non-owned vehicle if it is a tool or item of equipment;

being used for the purpose for which it was designed other than for driving on a public road or thoroughfare.

## 8. Unregistered vehicles

the use of Your Taxi if it is unregistered at the time of the Event giving rise to the claim.

However, this exclusion will not apply if You have complied with all statutory requirements allowing the movement of the unregistered Taxi.

## 9. Vibration

loss or Damage to someone else's property caused by:

- a) vibration; or
- b) the weight of Your Taxi where the driver has ignored advisory signs or warnings.

## Specific Exclusions applicable to Section 1

In addition to the General Exclusions and Specific exclusions applicable to Section 1 Part A and Part B We will not pay under this Section 1 any loss, Damage or liability directly or indirectly caused by, arising from or in any way connected with:

### 1. Driving under the influence of alcohol or drugs

Your Taxi if, at the time of the Accident, it is being driven by any person:

- a) whose faculties are impaired by any intoxicating liquor or drug;
- b) who is convicted of driving under the influence of intoxicating liquor or drug;
- c) with a percentage of alcohol in their 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.

However, this exclusion will not apply if You could not reasonably have known that the driver of Your Taxi was so affected or refused to undergo an appropriate test at the time of the Accident.

### 2. Financial loss and non-financial loss

any financial loss incurred by You because You cannot use Your Taxi as a result of a claim under this Policy or for any non-financial loss associated with a claim under this Policy.

## 3. On water

Your Taxi, other than as cargo, when it is not on dry land.

For the purpose of this exclusion dry land is extended to include fixed wharfs and jetties but does not include on or in any kind of vessel or craft made or intended to float or travel on or in water.

## 4. Overloaded vehicles

Your Taxi if it is being used to carry a greater number of passengers or convey, lift, suspend or tow a load in excess of that for which Your Taxi was constructed or designed.

However, this exclusion will not apply if You could not reasonably have known that Your Taxi was being operated in such a manner.

## 5. Participation

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

## 6. Unlicensed drivers

Your Taxi if it is driven or operated by any person with Your consent who is not licensed to drive or operate such a vehicle under any relevant laws, by laws and regulations including for the purpose of hiring Your Taxi for reward.

However, this exclusion will not apply if You could not reasonably have known that the driver of Your Taxi was not correctly licensed.

## 7. Unsafe vehicles

Your Taxi if it is in an unsafe or unroadworthy condition and such condition caused or contributed to the loss, Damage or liability.

However, this exclusion will not apply if You could not reasonably have known the unsafe or unroadworthy condition of Your Taxi.

## Specific Conditions applicable to Section 1

If You do not meet these Specific Conditions We may cancel Your Policy and/ or reduce or refuse to pay a claim, to the extent permitted by law.

### 1. 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; and
- c) You advise Us the number of additional Taxis; and
- d) You pay Us any additional premium We may require.

## 2. Alteration to use

You must give Us written notice of any alteration to circumstances under which Your Taxi is used and which is contrary to that which was disclosed in Your Proposal.

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

## 3. Change of vehicle

If You replace Your Taxi with another vehicle of a similar type We will cover the replacement vehicle under this Policy provided You notify Us within 14 days of the date of purchase and You pay Us any additional premium We may require.

The maximum We will pay under this automatic cover is \$100,000. If Your replacement vehicle's value is more than \$100,000 then You must give Us immediate notice of the purchase.

## 4. 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 Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

## 5. Other interests

Your Policy does not provide cover in respect of the interest of any entity or person not named in Your 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 Taxi 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.

## 6. Waiver of subrogation rights

We agree to waive Our rights of recovery against any municipal, Government, semi government or statutory authority where You are required by contractual agreement to release those entities from liability from any Event covered by this Policy.

## Specific Claims procedures applicable to Section 1

### What happens after You make a claim

#### 1. Choice of repairer

We can assist You in selecting a suitable repairer to repair the Damage to Your Taxi. 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:

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Taxi; or
- move Your Taxi to a repairer We both agree will repair Your Insured Item.

#### 2. Deciding who is at fault

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

#### 3. Guarantee and warranty

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

#### 4. Payment of unpaid premium when Your Taxi is a Total Loss

If Your Taxi 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 Taxi, You must pay to Us the balance of any unpaid premium or instalments for the Period of Insurance.

#### 5. Salvage

If Your Taxi is a Total Loss and We have agreed to replace Your Taxi or pay the Market Value or Sum Insured:

- a) the wreckage of Your Taxi will become Our property; and
- b) We will keep the proceeds of any salvage sale.

#### 6. 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.

## 7. Sublet repairs

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

## Optional Benefits applicable to Section 1

The following Optional Benefits apply to the cover provided by Section 1 of this Policy when they are specified as being applicable in Your Schedule and if You have paid or agreed to pay the additional premium that We may require.

### EC113 Total Loss of Encumbered Taxi 10%

If Your Taxi is considered by Us to be a Total Loss, under Section 1 Part A of this Policy, and the amount owing by You under a valid lease or other finance agreement is greater than the Total Loss Amount, We will pay the Total Loss Amount plus up to an additional 10% or \$10,000, whichever is the lesser, limited to the total amount owing under the lease or other finance agreement; less

- a) any applicable Excess(es);
- b) any payments and/or interest in arrears on the date of the loss or Damage;
- c) any payment which on the date of the loss or Damage has not been made solely because such payment was not actually due to have been paid at that date under the terms of the particular lease or finance agreement;
- d) any GST where the GST component of the purchase price of Your Taxi was financed as part of the lease or other finance agreement and You are registered for GST; and
- e) the amount of the loan that relates to amounts owing on the finance for the purchase of any other vehicle, item or product.

This finance payout benefit will not apply:

- a) to loss 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; or
- c) if We replace Your Taxi with a new taxi.

### EC114 Total Loss of Encumbered Taxi 20%

If Your Taxi is considered by Us to be a Total Loss, under Section 1 Part A of this Policy, and the amount owing by You under a valid lease or other finance agreement is greater than the Total Loss Amount, We will pay the Total Loss Amount plus up to an additional 20% or \$20,000, whichever is the lesser, limited to the total amount owing under the lease or other finance agreement; less

- a) any applicable Excess(es);
- b) any payments and/or interest in arrears on the date of the loss or Damage;
- c) any payment which on the date of the loss or Damage has not been made solely because such payment was not actually due to have been paid at that date under the terms of the particular lease or finance agreement;
- d) any GST where the GST component of the purchase price of Your Taxi was financed as part of the lease or other finance agreement and You are registered for GST; and
- e) the amount of the loan that relates to amounts owing on the finance for the purchase of any other vehicle, item or product.

This finance payout benefit will not apply:

- a) to loss 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; or
- c) if We replace Your Taxi with a new taxi.

### EC126 Hold Harmless

If You enter into an agreement with another party and that agreement requires that You will indemnify and/or hold harmless and/or release from liability such other party in respect of any Event covered by Section 1 of this Policy, We agree that Section 1 of this Policy will not be prejudiced or invalidated by You agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by You will be equally binding upon Us.

### EC140 Windscreen Excess waiver

If the only Damage to Your Taxi is to the windscreen or other fixed glass, You will not be required to pay any Excess.

This Optional Benefit is limited to one Excess free windscreen per Taxi per Period of Insurance.



# Section 2 – Public and Products liability

## Definitions applicable to Section 2

**Advertising Injury** means any unintentional:

- a) defamation;
- b) infringement of copyright, title or slogan;
- c) piracy;
- d) unfair competition;
- e) idea misappropriation;
- f) invasion of rights of privacy; or
- g) breach of misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory

committed or alleged to have been committed during the Period of Insurance in any communication given to the public in any form of print media, publication, telecommunication, radio, television, internet or other forms of electronic communication and arising out of Your advertising activities in connection with Your Business or Your Products.

**Aircraft** means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

**Business** means the activities and operations stated in the Schedule including:

- a) the ownership and occupation of premises, including repair and maintenance of property owned or for which You are responsible;
- b) any prior business activities which have ceased or have been disposed of but for which You have retained legal liability;
- c) participation in exhibitions;
- d) the provision or management of canteen, social, sports, welfare or child care services or activities for Your Employees and internal first aid, fire, security and ambulance services;
- e) construction of or alteration, not exceeding a cost of \$500,000, to buildings owned by You;
- f) private work undertaken by Your Employees for any of Your directors or executives provided they are appropriately qualified to undertake such work; and
- g) hire or loan of plant, equipment or goods.

**Compensation** means monies paid or payable by judgment or settlement together with any liability on Your behalf to pay legal costs and expenses (other than those amounts referred to in Supplementary Payments Applicable to Section 2) for:

- a) Personal Injury; or
- b) Property Damage; or
- c) Advertising Injury;

in respect of which this insurance applies.

**Electronic Data** means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.

**Employment Practices** means any act which is considered wrongful or unfair dismissal, denial of natural justice, defamatory or misleading representation or advertising and sexual harassment or discrimination but only as it applies with respect to employment or prospective employment by You of a person as an Employee or prospective Employee whether full, part time or casual including any engaged for volunteer and work experience.

**Hovercraft** means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

**Incidental Contracts** means:

- a) any written rental agreement or lease of real property which does not impose on You:
  - (i) an obligation to insure such property; or
  - (ii) any liability regardless of fault;
- b) any written contract with any public authority for the supply of water, gas, electricity, waste or sewerage removal services but only to the extent of indemnifying any such authority for liability arising out of Your Business and excepting contracts for the performance of work or provision of services by You;
- c) any written contract with any railway authority or other independent carrier for the loading, unloading and/or transport of any Product including contracts relating to the operation of railway sidings.

**Internet Operations** means Your internet operations including, but not limited to:

- a) use of electronic mail systems by You and on Your behalf;
- b) access through Your network to the worldwide web or a public internet site by You or on Your behalf;
- c) access to Your intranet which is made available through the worldwide web for Your customers or others outside Your organisation;
- d) the operation and maintenance of Your website.



**Loss of Consortium** means loss of companionship, comfort, spouse society or sexual relations claimed by the husband or wife or de facto partner of any person who sustains Personal Injury but not including claims for emotional distress suffered by or loss of domestic or household support services provided, to any relative of the person who sustains the Personal Injury.

**Medical Persons** means legally-qualified, enrolled and registered medical practitioners, legally-qualified registered nurses, dentists and first aid attendants.

**Non-Manual Sales Representatives** means Your agents, servants or Employees who are involved solely in the marketing of Your Products, but does not mean any such person who undertakes the manufacture, maintenance or repair of Your Products, whether or not such activities are incidental to the marketing of Your Products.

**Occurrence** means any Event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, Property Damage or Advertising Injury neither expected nor intended from Your standpoint.

With respect to Personal Injury or Property Damage all Events of a series that are consequent on or attributable to one source or original cause are deemed one Occurrence under this Section.

All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants) shall be deemed to be one Occurrence under this Section.

**Personal Injury** means:

- a) death, bodily injury, illness, sickness, disease, disability, Loss of Consortium, shock, fright, mental anguish and mental injury;
- b) false arrest, wrongful detention or imprisonment, malicious prosecution and humiliation;
- c) wrongful entry or wrongful eviction or other invasion to the right to private occupancy;
- d) assault or battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property;
- e) the publication or utterance of a statement that is libelous or slanderous or of other defamatory or derogatory material or publication or utterance in violation of any individual's right of privacy except:
  - (i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of the Policy; or
  - (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on Your behalf;

which occurs during the Period of Insurance.

**Products** means anything (after it has ceased to be in Your physical possession or under Your control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, renovated, imported, exported, supplied (including services) or distributed by You (including any labelling, packing materials, instructions and directions associated therewith) and any container (other than a Vehicle associated with such container).

**Property Damage** means:

- a) physical Damage to, physical loss of or physical destruction of tangible property that occurs during the Period of Insurance, including any resultant loss of use; or
- b) loss of use of tangible property that has not been physically Damaged, physically lost or physically destroyed, provided such loss of use is caused by physical Damage to, physical loss of or physical destruction of other tangible property that occurs during the Period of Insurance.

**Recall** means a voluntary, legally or legislatively compelled process to regain possession or control of Products through the issuance of a public notice that outlines a potential injurious or harmful nature of a Product or other goods manufactured, sold or supplied by You and which:

- a) requests the return of the Product to You; or
- b) recommends or instructs cessation of use and/or disposal of the Product.

**Territorial Limits** means:

- a) the geographical area anywhere within Australia or its external territories;
- b) the geographical areas elsewhere in the world but only in respect of:
  - (i) travelling executives or Non-Manual Sales Representatives who are normally resident in Australia;
  - (ii) Your Products exported to anywhere in the world except the United States of America or Canada or any country, territory or protectorate to which the laws of the United States of America or Canada apply.

**Tool of Trade** means a Vehicle which has any tool or plant forming part of or attached to or used in connection with it while such tool or plant is in operation for the purpose of the Business, but does not include:

- a) Vehicles while in transit to or from or within any place of work; or
- b) Vehicles used for transport or haulage.

**Vehicle** means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

**Watercraft** means any vessel, craft or thing (other than a Hovercraft) made or intended to float on or in or travel on or through water.

**Worker** means any person employed by You or deemed to be employed by You pursuant to any law.

**Workers Compensation Law** means any law relating to compensation for injury to Workers or Employees.

**Workplace Injury Excess** means the amount stated in the Schedule which is payable by You in respect to Personal Injury to any person whilst working for or in Your Business and who is or was engaged as a contractor or subcontractor or supplied through a labour hire agency, group training company or similar.

**You or Your** means:

- a) those named as the insured in Your Policy Schedule;
  - b) any subsidiary companies of Clause a. above, existing at the commencement date of the Period of Insurance as shown in Your Schedule, whose place of incorporation is within Australia or its external territories;
  - c)
    - (i) any company acquired by, and whose operations are controlled and managed by, You or a company referred to in Clause b. above during the Period of Insurance as a result of consolidation, merger or purchase;
    - (ii) any subsidiary company that is incorporated by You or by a company referred to in Clause b) above, during the Period of Insurance.
- Provided that:
- (i) any such acquisition or incorporation is notified to Us within 90 days; and
  - (ii) the newly acquired or incorporated company conducts the same type of business as Your Business; and
  - (iii) the newly acquired or incorporated company is incorporation within Australia or its external territories; and
  - (iv) We give You notice that such new organisation will be covered by this Policy and You pay Us any extra premium that We may require to include such new organisation;
- d) any past, present or future director, executive officer, Employee, voluntary Worker, work experience person (including the personal representative of any director, executive, officer, Employee, voluntary Worker or work experience person), partner or shareholder of You or a company referred to in Clauses b) or c) above, but only while acting within the scope of their duties in such capacity. With respect to any director or executive officer of You or a company referred to in Clauses b) or c) cover will also extend to private work undertaken by Employees or voluntary Workers for and on behalf of the directors or executive officers;

- e) any principal in respect of the liability of such principal arising out of the performance by You or a company referred to in Clauses b) or c) above, of any contract or agreement for the performance of work for such principal but only to the extent required by such contract or agreement, and limited always to the extent of cover and Limit of Indemnity provided in Your Policy Schedule; and
- f) any office bearer or member of a social and/or sporting club, canteen, welfare or childcare organisation or first aid, fire or ambulance service formed with the consent of any of the parties in Clauses a), b), c) or d) above and which is incidental to Your Business.

## The Cover

Subject to the application of the Policy's terms, definitions, exclusions, conditions and any endorsements attaching to the Policy We agree to pay all sums, up to the Limit of Indemnity, which You become legally liable to pay as Compensation in respect of:

- a) Personal Injury; or
- b) Property Damage; or
- c) Advertising Injury,

that happens during the Period of Insurance as a result of an Occurrence within the Territorial Limits and in connection with Your Business or Your Products.

## Limit of Indemnity applicable to Section 2

Is the amount stated in Your Policy Schedule. This is the maximum amount We will pay for any claim or claims arising from one Occurrence, provided that, for all legal liability directly or indirectly arising out of or in any way related to Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

You must pay the amount shown in Your Schedule as the Excess.

## Supplementary payments applicable to Section 2

With respect to claims for which Indemnity has been granted under the cover, We will pay in addition to the Limit of Indemnity:

- a) all reasonable legal defence costs and expenses and claim preparation expenses incurred by Us or by You with Our written consent;
- b) all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the Limit of Indemnity;

- c) legal costs and expenses for representation at any coronial inquest or Accident enquiry incurred by You with Our written consent;
- d) premium on appeal bonds or security for costs but We will have no obligation to apply for or furnish any such bond or security;
- e) premium on bonds to release attachments for amounts not exceeding the Limit of Indemnity but We will have no obligation to apply for or furnish any such bond or security;
- f) all reasonable expenses incurred by You for rendering first aid or other medical service to others at the time of a Personal Injury other than the payment of any medical expense which We are prevented by law from paying;
- g) costs incurred for the temporary protection of property including temporary repairs or protection of property of others that has been Damaged as a result of an Occurrence which is the subject of Indemnity under this Section 2 of the Policy.

However, payment of supplementary payments is subject to the following:

- a) We may, at Our absolute discretion, choose to pay You the Limit of Indemnity where We consider that the Limit of Indemnity is likely to be exhausted by payment of Compensation. If We choose to do this We will have no further obligation to pay any supplementary payments or to defend any suit on Your behalf;
- b) if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability for any supplementary payments We are obliged to pay is limited to the proportion that the Limit of Indemnity bears to that payment;
- c) in the event that Indemnity is granted under this Section of the Policy in respect of an action against You in any Court or before any other legally constituted body in the United States of America, Canada or their respective protectorates and territories, the total amount payable by Us will be no greater than the Limit of Indemnity including supplementary payments and defence cost incurred by You or on Your behalf;
- d) in jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You We will pay any defence costs incurred with Our consent.

## Specific Exclusions applicable to Section 2

We will not cover:

### 1. Advertising Injury

any Advertising Injury caused by or resulting from:

- a) failure of performance of any contract. This does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract; or
- b) infringement of trade mark, service mark or trade name. This does not apply to titles or slogans; or
- c) incorrect description of any good or Product; or
- d) mistake in advertised price; or
- e) any publication, utterance or testimonial used or made at Your direction and with Your knowledge of the inaccuracy or falsity of the publication, utterance or testimonial; or
- f) the failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or
- g) Your Business if Your principal Business or occupation is advertising, broadcasting, publishing or telecasting.

### 2. Aircraft, Hovercraft

any liability directly or indirectly arising out of or in any way connected with:

- a) the ownership, possession, maintenance, repair, navigation, operation or Use by You or on Your behalf; or
- b) any of Your Products which are incorporated into the structure, machinery or controls;

of any Aircraft or Hovercraft.

### 3. Assault and battery

any liability directly or indirectly arising out of or in any way connected with assault and/or battery committed by You or at Your direction.

This Specific Exclusion will not apply when such assault and/or battery is committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to a person.

### 4. Contractual liability

any liability assumed under any contract or agreement.

This Specific Exclusion does not apply to:

- a) liability that would have been implied by law in the absence of such contract or agreement;
- b) liability assumed by You under a warranty of fitness or quality regarding Your Products;
- c) those written contracts shown in the Schedule; or
- d) liability assumed under Incidental Contracts.

## 5. Damage to Product

Property Damage to:

- a) any Product resulting from or attributable to any defect therein or the harmful nature or unsuitability thereof provided that this Specific Exclusion is limited to only that part of the Product which is considered defective, harmful or unsuitable;
- b) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work provided this Specific Exclusion will not apply to Property Damage resulting from such work.

## 6. Dangerous Goods

any liability caused by or arising out of or in connection with the storage, transportation or handling of Dangerous Goods.

This Specific Exclusion will not apply to packaged substances or materials provided the goods are packaged, stored, transported or handled in compliance with the Australian Dangerous Goods Code.

## 7. Defamation, libel and slander

any liability directly or indirectly arising out of or in any way connected with the publication or utterance of any libelous, slanderous, defamatory or disparaging material:

- a) made prior to the commencement of the Period of Insurance;
- b) made at Your direction or with Your authority and with knowledge of its falsity.

## 8. Electronic Data

- a) the communication, display, distribution or publication of Electronic Data provided that this Exclusion does not apply to Personal Injury or Advertising Injury;
- b) the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of Electronic Data;
- c) an error in creating, amending, entering, deleting or using Electronic Data; or
- d) the total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all.

## 9. Employer's liability

any liability for Personal Injury to any Worker:

- a) if You are required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or

b) imposed by:

- (i) any Workers Compensation Law;
- (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination;
- (iii) any law relating to Employment Practices.

## 10. Erections, alterations and additions

any liability directly or indirectly arising out of or in any way connected with, the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This Specific Exclusion will not apply to any alteration of or addition to buildings owned and/or occupied by You where the cost of such alterations or additions does not exceed \$500,000.

## 11. Faulty workmanship

any liability for the cost or expenses incurred in performing, re-performing, completing, re-completing, correcting or improving any work or service undertaken or provided by You or on Your behalf. But this Specific Exclusion does not apply to Property Damage resulting from such work.

## 12. Loss of use

any liability for loss of the use of tangible property (not having been physically Damaged or destroyed) directly or indirectly arising out of or in any way connected with:

- a) a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or
- b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. Provided this Specific Exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical Damage to or destruction of Your Products after such Products have been put to use by any person or organisation other than You.

## 13. More specific policy cover section

any liability for which indemnity is provided (whether You have selected that cover section or not), or would have been provided but for any applicable excess, under a more specific policy shown as such in Your Policy Schedule.

## 14. Participation

any liability for Personal Injury to any person or Property Damage to the property of any person directly or indirectly arising out of or in any way connected with the actual participation of such person in any sport, exercise or

activity such as but not limited to rally driving, motor racing, any Vehicle activity on a race track, competitive motor sports, aerobics, athletics, football, aquatic, aerial or equestrian activity.

The term 'participation' as used in this Specific Exclusion includes the participation, training or practice of, supervision or control of such activities.

Provided this Specific Exclusion does not apply to Personal Injury or Property Damage caused by any fault or defect in equipment provided by You at any situation owned and/or occupied by You for the purpose of Your Business.

### **15. Penalties, liquidated damages, punitive, exemplary and/or aggravated damages**

any liability for fines or penalties imposed by law or liquidated, punitive, exemplary, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### **16. Pollution**

any liability directly or indirectly arising out of or in any way connected with:

- a) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants.  

This Specific Exclusion 16. a) will not apply to liability for Personal Injury or Property Damage where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place;
- b) the testing, monitoring, cleaning up, removal, containment, treatment, detoxifying or neutralising of Pollutants, whether or not any of the foregoing are or should be performed by You or by others;
- c) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any Products that have been discarded, dumped, abandoned or thrown away by others;
- d) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply; or
- e) the prevention of escape of Pollutants from any premises owned or operated by You or on which You have property or conduct Your Business.

### **17. Product guarantee or warranty**

any liability for Product guarantee or warranty given by You or on Your behalf provided this Specific Exclusion does not apply to legislative requirements concerning Product safety and information.

### **18. Product Recall**

directly or indirectly arising out of or in any way connected with the Recall, removal, withdrawal, adjustment, inspection, repair, reconditioning, replacement or loss of use of Your Products or any property of which such Products form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

### **19. Professional advice or service**

any liability directly or indirectly arising out of or in any way connected with the provision by You, or any one on Your behalf, of professional advice or any error or omission connected therewith provided this Specific Exclusion does not apply to:

- a) the rendering of or failure to render medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises, other than where Your Business involves the provision of professional medical services or advice (which includes dental and veterinary services and advice) and the provision or sale of medication or other medical equipment, prosthetics, aids or devices of any description;
- b) Personal Injury or Property Damage where such professional advice or service is not given or provided for any remuneration, such as a fee or commission; or
- c) arising from advice given in respect of the use or storage of Your Products.

### **20. Property in Your physical or legal control**

any liability for Property Damage to:

- a) property owned by or leased or rented to You;
  - b) property in Your physical or legal control.
- Provided this Specific Exclusion will not apply to liability for Property Damage to:
- (i) buildings which are leased or rented to You;
  - (ii) buildings, including their contents, not owned, leased or rented to You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business, but We will not pay for Property Damage to that part of the property on which You are or have been working which arises out of such work;
  - (iii) Vehicles, not belonging to or used by You or on Your behalf, in Your physical or legal control and where such Property Damage occurs while any such Vehicles are in a car park which is not owned or operated for reward by You as part of Your Business;
  - (iv) property belonging to visitors or Your directors and Employees;



- (v) property in Your physical or legal control, including property held by You at any storage or distribution facility incidental to transit, (except whilst in the course of transit or being loaded or unloaded, or while undergoing any process or being worked upon), for which You have not assumed any responsibility to obtain insurance.

Our liability under this proviso 20. (v) will be limited to \$100,000, or such other amount specified in Your Policy Schedule, in the aggregate in respect of any one Period of Insurance and will be subject to the Excess shown in Your Policy Schedule.

## 21. Radioactivity

Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

## 22. Sanction laws

any liability whereby the provision of Indemnity under the Policy would violate any applicable sanction law or regulations of the UN Security Council and/or any other applicable national sanction laws or regulations.

## 23. Vehicles

any liability directly or indirectly arising out of or in any way connected with the ownership, possession, operation, use or legal control by You or on Your behalf of any Vehicle:

- a) which is registered or is required under any legislation to be registered.

This Specific Exclusion 23. a) will not apply to:

- (i) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer;
- (ii) liability for Personal Injury or Property Damage arising from the use of any Vehicle as a Tool of Trade,

where such liability is required by virtue of any legislation to be insured under a policy of bodily injury insurance.

## 24. Molestation

any actual or alleged liability whatsoever in respect of claims directly or indirectly arising from all legal liability for any Occurrence or Occurrences that arise from or are in any way related to or based upon molestation, whether actual or alleged.

This exclusion also extends to include the provision of the additional cover provided under supplementary payments.

## 25. Watercraft

any liability directly or indirectly arising out of or in any way connected with the ownership, possession, operation, navigation or use by You or on Your behalf of any Watercraft, the hull of which exceeds 10 metres in length.

Provided this Specific Exclusion does not apply to Watercraft:

- a) which You do not own or operate; and
- b) is under the control of a licenced and qualified person for the type of vessel; and
- c) has been hired or otherwise engaged by You for business entertainment purposes.

## 26. Welding and allied processes

any liability directly or indirectly arising out of or in any way connected with, You or other persons working on Your behalf not having strictly complied with the Australian Standard 1674.1-1997 'Safety in welding and allied processes – Fire precautions' as set out in the Standard (or any equivalent or replacement thereof), when involved in welding, thermal or oxygen cutting or heating or other related heat-producing or spark-producing operations.

## Specific Conditions applicable to Section 2

If You do not meet these Specific Conditions We may cancel Your Policy and/or reduce or refuse to pay a claim to the extent permitted by law.

### 1. Changes

You must give Us written notice as soon as reasonably practicable of any change materially affecting the risk underwritten by the Policy.

### 2. Assignment

Assignment of an interest under Section 2 of the Policy does not bind Us until Our consent is endorsed on the Policy.

If You die or is adjudged bankrupt or insolvent Section 2 of this Policy will cover:

- a) Your legal representative acting on behalf of Your estate;
- b) any person or corporation having lawful temporary custody of property which is or was before Your death owned or possessed by You until the appointment of a legal representative.

### 3. Subrogation Rights

In the event of any payment under Section 2 of the Policy We will be subrogated to all Your rights of recovery against any person or organisation and You shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of s.67 of the Insurance Contracts Act 1984 (including amendments thereto).

We agree to waive all rights of subrogation under Section 2 of the Policy against each of the parties defined as You.

However, where a party included in the definition of You is protected from liability insured under Section 2 of the Policy by any other policy of insurance or indemnity then Our subrogation rights are not waived to the extent and up to the amount of cover provided by such other policy of insurance or indemnity.

### 4. 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.

## Optional Benefit applicable to Section 2

The following Optional Benefit to the cover provided by the Policy only applies if it is noted as being applicable in Your Policy Schedule.

### PEC001 Passengers Luggage

It is hereby agreed and declared that Specific Exclusion 20. (v) of Section 2 of the Policy is amended to provide cover in respect of passengers personal effects and baggage whilst being conveyed in any licensed bus, coach or taxi including whilst being loaded or unloaded from Your Vehicle.

The maximum We will pay is subject to the Limit of Indemnity for this Optional Benefit shown in Your Policy Schedule, and You must pay the Excess specified in Your Policy Schedule.



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Sydney	02 9966 8820
Brisbane	07 3210 0666
Townsville	07 4779 5178
Melbourne	03 8623 2666
Adelaide	08 8232 7645
Darwin	08 8981 7510
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Newcastle	02 4920 8698
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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



**INSURANCE**

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

This insurance is issued by Allianz Australia Insurance Limited,  
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