

Public and Products Liability Insurance

Policy Document

Sydney Parramatta 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

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Introduction

Welcome and thank You for choosing the GT Insurance Public and Products Liability Insurance Policy.

The Insurer

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

The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd (GT Insurance) AFS Licence No. 240714 ABN 93 069 048 255 of Level 3, Suite 3.01, 213 Miller Street, North Sydney, NSW 2060 is an underwriting agency which specialises in arranging insurance in respect of Motor Vehicles and Mobile Plant and related insurances. GT Insurance acts as the agent of Allianz to market, solicit, offer, arrange and administer the insurance.

GT Insurance has a binding authority to issue, vary and cancel 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.

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. You can ask them or Us for more information.

Phone for assistance

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

For all enquiries, please contact:

GT Insurance
Level 3, Suite 3.01, 213 Miller Street,
North Sydney, NSW 2060
P.O. Box 1937,
North Sydney, NSW 2059
Website: www.gtins.com.au
Phone: (02) 9966 8820
Fax: (02) 9966 8840

Your obligation to comply with the Policy terms and conditions

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

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

How to make a claim

Details about how to make a claim are provided in this document under the Claims procedures section.

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 Emergency 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 or 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 whenever We arrange for the issue or renewal of, or for an endorsement to, 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 cancel Your Policy or We may be entitled to reduce or refuse to pay a claim, to the extent permitted by law.

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 when You apply and when and how it can be paid.

This is confirmed in the Schedule We issue to You. The Schedule shows the amount You need to pay and the due date for the annual Premium or instalments.

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.

Cancellation rights under the Policy

How You may cancel the Policy

The Insured may cancel the Policy at any time by telling Us in writing that they want to cancel it. The Insured 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 failed to comply with Your Duty of Disclosure; or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
- where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You,

and We may do so by giving You at least 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 (including an email address) last notified to Us or delivered to Your intermediary.

If You or We cancel the Policy We will determine the amount of any premium that is refundable to You. In determining the premium refund amount, We may deduct:

- a pro rata proportion of the premium for time on risk;
- a cancellation fee of 10% of the premium refund amount for the reasonable administrative and transaction costs We incur in cancelling 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 charged by GT Insurance will be refunded.

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, reinstate or replace 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, reinstate or replace the contract

When You vary, extend, reinstate or replace 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', 'Us' means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Limited.

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 a 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 Our 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 to GT Insurance, PO Box 1937, North Sydney, NSW 2059.

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 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 to Us at GT Insurance, PO Box 1937, North Sydney, NSW 2059

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 and 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 such things 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

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 02 9966 8820 EST 8am-6pm.

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 Limit of Indemnity 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.

Financial Claims Scheme

In the unlikely event that Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy 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>.

Definitions

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) for:

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

in respect of which this insurance applies.

Contractor means any contracted or sub-contracted drivers or hired drivers and labourers of Yours or any employee of any contractor, sub-contractor or hired labourer whilst engaged by You to perform work on Your behalf.

Dangerous Goods means substances which are defined as dangerous goods in the Australian Code for the Transport of Dangerous Goods by Road or Rail.

Electronic Data means data of any kind (including but not limited to facts, concepts or other 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 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.

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

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.

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 marketing of Your Products.

Occurrence means an event, or a series of events consequent upon or attributable to one source or originating cause, 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 Policy.

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 Policy.

Optional Benefit means the endorsement(s) or clauses described under the Optional Benefits section 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 date as shown in Your Schedule and any extension thereof agreed in writing by the Us, unless the Policy otherwise ends earlier in accordance with its terms or the law.

Personal Injury means:

- a) death, bodily injury, 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;
- 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.

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 or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

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;

provided that such tangible property shall not include Electronic Data or intangible assets such as goodwill, trademarks, patents, copyright or other intellectual property.

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.

Schedule means the most current Schedule to Your Policy that We give You which specifies important information such as the Policy number, the details of the Business and the Limit of Indemnity. It also includes any documents that We and You agree in writing will form part of the Schedule.

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.

We, Us, Our means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 exclusively through its subsidiary and underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No. 240714 ABN 93 069 048 255.

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.

You, 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) 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;
- d) 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 incorporated within Australia or its external territories; and

- (iv) We give You notice that such new organisation will be covered by the Policy and You pay Us any extra premium that We may require to include such new organisation;
- e) 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;
- f) 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
- g) 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

Insuring clause

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 happen 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 and Excess

The Limit of Indemnity is the amount stated in Your Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of 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

With respect to claims for which indemnity has been granted under the Insuring Clause, 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 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 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 costs 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.

Optional benefit

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

PEC001 Passengers Luggage

It is hereby agreed and declared that exclusion 24. (v) 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.

General exclusions

We will not cover claims directly or indirectly arising from:

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

- 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. Asbestos

asbestos, or any materials containing asbestos in whatever form or quantity.

4. Assault and battery

assault and/or battery committed by You or at Your direction.

This 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.

5. Contractual liability

any liability assumed under any contract or agreement.

This 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 as 'specifically designated contracts'; or
- d) liability assumed under Incidental Contracts.

6. 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 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 exclusion will not apply to Property Damage resulting from such work.

7. Dangerous Goods

the storage, transportation or handling of Dangerous Goods.

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

8. Defamation, libel and slander

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; or
- c) related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

9. Electronic Data

- a) the communication, display, distribution or publication of Electronic Data provided that this 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

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

10. Employer's liability

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.

11. Erections, alterations and additions

the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This Exclusion will not apply to 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.

12. Faulty workmanship

performing, re-performing, completing, re-completing, correcting or improving any work or service undertaken or provided by You or on Your behalf. But this exclusion does not apply to Property Damage resulting from such work.

13. Loss of use

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 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.

14. Molestation

any actual or alleged sexual and/or child assault, abuse or molestation or any attempt thereof. This exclusion also applies to remove any duty to defend You or pay any costs associated with the defence of any action, suit, proceeding, investigation or inquiry in connection therewith.

15. More specific policy

any liability for which indemnity is provided or would have been provided but for any applicable Excess, under a more specific policy shown as such in Your Policy Schedule.

16. Participation

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 exclusion includes the participation, training or practice of, supervision or control of such activities.

Provided this 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.

17. Penalties, liquidated damages, punitive, exemplary and/or aggravated damages

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

18. Pollution

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

This exclusion part 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.

19. Product guarantee or warranty

a Product guarantee or warranty given by You or on Your behalf provided this exclusion does not apply to legislative requirements concerning Product safety and information.

20. Product Recall

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.

21. Professional advice or service

the provision by You, or any one on Your behalf, of professional advice or any error or omission connected therewith provided this 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.

22. Property in Your physical or legal control

Property Damage to:

- a) property owned by, or leased or rented to, You;
- b) property in Your physical or legal control.

Provided this 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 (v) will be limited to the amount specified in Your Policy Schedule as Property in Physical or Legal Control, in the aggregate in respect of any one Period of Insurance and will be subject to the Excess shown in Your Policy or subsequent Schedule.

23. 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.

24. Sanction Laws

irrespective of any other provision of the Policy, or 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.

25. Territorial Limits

an Occurrence or other circumstances occurring or arising outside the Territorial Limits unless as stated otherwise within this Policy.

26. Terrorism

death, injury, illness, loss, Damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

27. Vehicles

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 exclusion part 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,

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

28. 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.

29. Watercraft

the ownership, possession, operation, navigation or use by You or on Your behalf of any Watercraft, the hull of which exceeds 20 metres in length.

Provided this exclusion does not apply to Watercraft:

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

30. Welding and allied processes

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.

31. 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.

General conditions

If you do not meet the following conditions We may cancel Your Policy and/or reduce or refuse to pay a claim to the extent permitted by law. However a breach of or non-compliance with any Policy condition(s) by one Insured named in Your Schedule will not prejudice any other named Insured.

1. Assignment

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

If You die or are adjudged bankrupt or insolvent 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.

2. Changes

If You become aware of any changes in the facts or circumstances to those which existed when this Policy commenced that change the nature of the risk (for example, the nature of or type of Your Business, other circumstances that affect the situation or property insured in a way that would increase the risk of Personal Injury, Property Damage or liability) You must notify Us in writing as soon as possible.

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

3. 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.

4. 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.

5. GST Notice

Your Policy has a GST provision in relation to Your premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need.

Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

6. Limit of Indemnity

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

7. Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, 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 the Policy) We will pay for the GST amount.

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

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

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

- b) Payment as compensation

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

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

8. 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. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

9. Headings

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

10. 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.

11. Interests of other parties

Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the right of the remaining parties, subject to:

- (i) the Wilful acts exclusion, and
- (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of Personal Injury, Property Damage or liability give notice in writing to Us and on demand pay such reasonable additional premium as We may require

12. Other insurance

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

13. 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 or will be allowed to You as the case may be.

14. Reasonable care and maintenance

You must take all reasonable care:

- a) to prevent loss, Damage or liability; and
- b) to maintain Your property insured in sound condition; and
- c) to comply with all statutory obligations, by-laws, regulations, Public Authority requirements and safety requirements; including those relating to fire appliances; and
- d) prevent the manufacture, sale or supply of defective products; and
- e) trace, recall or modify any products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect; and
- f) to only employ competent employees, agents and contractors and ensure they meet the requirements specified in a) to e) above.

15. Subrogation rights

In the event of any payment under this 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 this 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 this 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.

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 insured property, 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 an impending prosecution or inquest that You receive or of which You become aware;
- h) at all times, give Us all the information and assistance We may reasonably require.

You must not:

- a) admit liability for, or offer or agree to settle, any claim without Our written consent;
- b) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, Damage, liability or injury.

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

- a) You must comply with all the 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.

Unless otherwise provided in the Policy, 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 or any lesser amount for which a claim or claims may reasonably be 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.

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Claims Promise

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



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